

Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559



Agenda

8:00 AM SPECIAL MEETING

***Consolidated**

Tuesday, February 8, 2022

9:00 AM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

Board of Supervisors

Brad Wagenknecht, District 1

Ryan Gregory, District 2

Diane Dillon, District 3

Alfredo Pedroza, District 4

Belia Ramos, District 5

Minh C. Tran, County Executive Officer

Thomas C. Zeleny, Interim County Counsel

Neha Hoskins, Clerk of the Board

GENERAL INFORMATION

*** This is a simultaneous meeting of the Board of Supervisors of Napa County, the Napa County Public Improvement Corporation, the Silverado Community Services District, the Monticello Public Cemetery District, the In-Home Support Services Public Authority of Napa County, the Lake Berryessa Resort Improvement District, the Napa Berryessa Resort Improvement District, the Napa County Housing Authority and the Napa County Groundwater Sustainability Agency. The five District Supervisors also serve as the Board of Directors for each of the aforementioned entities.**

The Board of Supervisors meets as specified in its adopted annual calendar on Tuesdays at 9:00 A.M. in regular session at 1195 Third Street, Suite 310, Napa, California 94559. The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the Clerk of the Board of the Napa County Board of Supervisors. Requests for disability related modifications or accommodations, aids or services may be made to the Clerk of the Board's office no less than 72 hours prior to the meeting date by contacting (707) 253-4580.

The agenda is divided into three sections:

CONSENT ITEMS - These matters typically include routine financial or administrative actions, as well as final adoption of ordinances that cannot be both introduced and adopted at the same meeting. Any item on the **CONSENT CALENDAR** will be discussed separately at the request of any person. **CONSENT CALENDAR** items are usually approved with a single motion.

SET MATTERS - PUBLIC HEARINGS - These items are noticed hearings, work sessions, and items with a previously set time.

ADMINISTRATIVE ITEMS - These items include significant policy and administrative actions and are classified by program areas. Immediately after approval of the **CONSENT CALENDAR**, if the time for hearing **SET MATTERS** has not arrived, **ADMINISTRATIVE ITEMS** will be considered.

All materials relating to an agenda item for an open session of a regular meeting of the Board of Supervisors which are provided to a majority or all of the members of the Board by Board members, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at the time of such distribution, in the office of the Clerk of the Board of Supervisors, 1195 Third Street, Suite 305, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays.

Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under the California Government Code.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA please proceed to the rostrum and, after receiving recognition from the Chair, give your name and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chair or Board.

AGENDA AVAILABLE ONLINE AT www.countyofnapa.org

How to Watch or Listen to the Napa County Board of Supervisors Meetings****FACE MASKS MUST BE WORN AT ALL TIMES WHILE IN THE BOARD CHAMBERS.****

The Napa County Board of Supervisors will continue to meet pursuant to the adopted 2021 calendar available at the following link:

www.napa.legistar.com

The Board realizes that not all County residents have the same ways to stay engaged, so several alternatives are offered. Please watch or listen to the Board of Supervisors meeting in one of the following ways:

1. Watch on your TV - Napa Valley TV Channel 28 (programming subject to local pre-emption rules and schedules).
2. Listen on your cell phone via Zoom at 1-669-900-6833 then enter Meeting ID 842-343-169 once you have joined the meeting.
3. Watch via the Internet – view the Live Stream
 - a. via Zoom at the following link: <https://www.zoom.us/join> then enter Meeting ID 842-343-169.
 - b. via Granicus by clicking on the following link: http://napa.granicus.com/ViewPublisher.php?view_id=2
4. You may submit public comment for any item that appears on the agenda or general public comment for any item or issue that does not appear on the agenda by emailing your comment to the following email address: publiccomment@countyofnapa.org. EMAILS WILL NOT BE READ ALOUD.

Via telephone: please call the Board of Supervisors Public Comment Line at (707) 299-1776.

Please mute all audio devices and do not use the speakerphone to prevent echoing.

Please provide your name and the agenda item on which you are commenting. Calls will be placed on hold and heard in the order received. The above-identified measures comply with all legal requirements for participation and public comment, including those imposed by the Ralph M. Brown Act and Executive Order, as amended by AB 361.

For more information, please call (707) 253-4421 or email publiccomment@countyofnapa.org.

1. CALL TO ORDER; ROLL CALL**2. PLEDGE OF ALLEGIANCE****3. APPROVAL OF MINUTES**

- A. Clerk of the Board requests approval of minutes from the following regular and special meetings:

[22-283](#)

August 24, 2021,
September 14, 2021, and
February 1, 2022.

Attachments: [August 24, 2021](#)
[September 14, 2021](#)
[February 1, 2022](#)
[Correction Memorandum \(added after meeting\)](#)

4. PRESENTATIONS AND COMMENDATIONS

- A. Director of Human Resources to introduce new County employees.

[22-259](#)

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS

*** CONTINUED ON NEXT PAGE ***

6. CONSENT ITEMS - SPECIAL DISTRICTS**Lake Berryessa Resort Improvement District**

- A. District Engineer requests approval of the following actions related to American Rescue Plan Act (ARPA) grant funding: [21-1417](#)
1. Approval of and authorization for the District Engineer to sign an Agreement with the Lake Berryessa Resort Improvement District for the term February 8, 2022 to December 31, 2026 for a maximum of \$1,350,000 to finance critical water and wastewater infrastructure projects;
 2. Approval to create Capital Improvement Projects in Lake Berryessa Resort Improvement District budget for Water Treatment Plant Upgrades (Fund 5220, Organization 5220500, Project 22013), Lift Station A Sewer Tank Replacement (Fund 5220, Organization 5220500, Project 22014), Water Treatment Plant Generator Replacement (Fund 5220, Organization 5220500, Project 22015) and SCADA System Updates (Fund 5220, Organization 5220500, Project 22016) (4/5 vote required); and
 3. Approval of Budget Transfer for the following increasing appropriations by \$150,000 for Water Treatment Plant Upgrades project budget (Project 22013), \$800,000 for Lift Station A Sewer Tank Replacement project budget (Project 22014), \$100,000 for Water Treatment Plant Generator Replacement project budget (Project 22015) and \$300,000 for SCADA System Updates project budget (Project 22016) offset by transfer in from COVID-19 ARPA budget. (4/5 vote required)

Attachments: [Agreement](#)

Monticello Public Cemetery District

- B. County Executive Officer requests consideration of the following applicants, Patrick Scribner Jr. and Cynthia Gosling, to fill one vacancy on the Monticello Public Cemetery District Advisory Committee with the term of office to commence immediately and expire December 31, 2024. [22-274](#)

Attachments: [Gosling Application](#)
[Scribner Application](#)
[MPCD Recommendation](#)

7. CONSENT ITEMS**County Counsel**

- A. County Counsel requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 190327B with the law firm of Kaplan Kirsch Rockwell, increasing the maximum compensation from \$69,900 per fiscal year to \$150,000 per fiscal year and extending the term to June 20, 2022 with two renewals at the end of each fiscal year. [22-18](#)

Attachments: [Amendment](#)

County Executive Office

- B. County Executive Officer requests adoption of a Resolution making findings in accordance with Assembly Bill (AB) 361 and Government Code Section 54953, for Board of Supervisors and County boards and commissions (including committees) to hold remote teleconference meetings due to the threat of COVID-19. [22-280](#)

Attachments: [Resolution](#)

Health and Human Services Agency

- C. Director of Health and Human Services requests approval of and authorization for the Chair to: [21-1266](#)
- 1) Terminate the current Agreement No. 170496B with Crestwood Behavioral Health, Inc. for a maximum of \$800,000; and
 - 2) Sign a new Agreement No. 220164B with Crestwood Behavioral Health, Inc. for a maximum of \$875,000 with the term commencing upon approval through June 30, 2022, with a provision for four annual renewals to provide residential care and mental health services.

Attachments: [Agreement](#)

- D. Director of Health and Human Services requests approval of and authorization for the Chair to sign Agreement No. 220230B, a Data Use and Disclosure Agreement with the California Department of Public Health for the term April 20, 2021 through April 19, 2026 setting forth the privacy and security requirements the County is required to follow with respect to the State's enhanced HIV/AIDS Case Reporting System. [22-246](#)

Attachments: [Agreement](#)

- E. Director of Health and Human Services requests approval of and authorization for the Chair to sign Amendment No. 3 to Revenue Agreement No. 200130B with the California Department of Public Health, increasing the maximum by \$5,783 for a new maximum of \$2,872,114 for the term October 1, 2019 through September 30, 2022 to administer the Women, Infants and Children (WIC) Nutrition Program. [22-249](#)

Attachments: [Agreement](#)

- F. Director of Health and Human Services requests approval of and authorization for the Chair to sign Amendment No. 2 to Revenue Agreement No. 180334B with the California Department of Public Health increasing the maximum by \$1,954,276 for a new maximum of \$2,309,970 for the term April 1, 2021 through June 30, 2022 to provide funding for the prevention and control of disease. [22-250](#)

Attachments: [Agreement](#)

Housing and Homeless Services – Division of CEO’s Office

- G. Director of Housing and Homeless Services requests approval to increase appropriations in Housing and Homeless Services Subdivision (Fund 2030, Subdivision 2030000) for salaries and benefits in the amount of \$175,000 for Shelter employees, and \$725,000 in services and supplies, with an offsetting increase in revenue from Emergency Solutions Grant-COVID (ESG-CV) grant funds totaling \$900,000. (4/5 vote required) [22-282](#)

- H. Director of Housing and Homeless Services requests adoption of a Resolution rescinding and replacing Resolution No. 2021-119, consenting to, adopting and ratifying the terms and conditions relating to the 2021-22 Emergency Solutions Grant (ESG) Non-Competitive Balance of State allocation in an amount not to exceed \$520,000 which provides funding for housing and homeless services programs [22-324](#)

Attachments: [Resolution](#)

Human Resources – Division of CEO’s Office

- I. Director of Human Resources and Director of Health and Human Services Agency request adoption of a Resolution amending the Departmental Allocation List for multiple divisions of the Health and Human Services Agency, as outlined in “Exhibit A,” effective February 19, 2022, with a net increase of four full-time equivalents, and no impact to the County General Fund. [22-286](#)

Attachments: [Resolution](#)

Information Technology Services – Division of CEO’s Office

- J.** County Executive Officer and Chief Information Officer request the following: [21-1323](#)

1. Declare certain items of personal property as surplus and no longer required for public use; and
2. Authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computers for Classrooms.

Attachments: [Donation List](#)

Planning, Building and Environmental Services (PBES)

- K.** Director of Planning, Building and Environmental Services requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220141B with BPR Consulting increasing compensation by \$80,000 for a new maximum of \$150,000 per fiscal year to provide Building Official services if needed. [22-237](#)

Attachments: [Agreement](#)

Public Works

- L.** Director of Public Works requests the following actions regarding the Campbell Creek Fish Passage Project, RDS 22-01: [21-1442](#)
1. Approval of and authorization for the Chair to sign an agreement with Cardno Engineering Inc. (Cardno), for a maximum compensation of \$382,355;
 2. Approval to create a new Roads Capital Improvement Project (CIP) for Campbell Creek Culvert (Fund 2040, Org 2040500, Project 22012) (4/5 vote required); and
 3. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriation by \$374,675 in the SB1 Special Revenue Fund (Fund 2440, Sub-Division 1220052) with the use of its available fund balance to be transferred to Program 22012 budget; and
 - b. Increase appropriations by \$374,675 in Program 22012 budget offset by an increase in revenue from the transfer from the SB1 Special Revenue Fund.

Attachments: [Budget Summary](#)
[Agreement](#)

- M.** Director of Public Works requests adoption of a resolution temporarily closing portions of Silverado Trail, Oak Knoll Avenue, Big Ranch Road, and El Centro Avenue from 7:00 A.M. to 1:30 P.M. on Sunday, March 6, 2022 for the 43rd Annual Kaiser Permanente Napa Valley Marathon. [22-267](#)

Attachments: [Map](#)
[Letter](#)
[Resolution](#)

Sheriff

- N.** Sheriff requests the following actions regarding the FY 2022/2023 Boating Safety and Enforcement Financial Aid Program: [21-1357](#)
1. Adoption of a Resolution to apply for and accept a grant award from the California Department of Parks and Recreation, Division of Boating and Waterways for the term July 1, 2022 through June 30, 2023, to conduct boating safety and enforcement activities; and
 2. Appoint the Sheriff or designee to execute all documents, including but not limited to applications, agreements, quarterly activity reports, payment requests, claim forms and other documents that may be required, subject to County Counsel approval.

Attachments: [Resolution](#)

- O.** Sheriff requests approval of and authorization for the Chair to sign Amendment No. 17 of revenue Agreement No. 200005B (previously No. 3220) with the City of American Canyon, increasing the amount by \$254,639 through June 30, 2024 for a new maximum of \$36,189,777 over the five (5) year term to add one (1) Records Technician II to the contracted staff for law enforcement services. [21-1368](#)

Attachments: [Agreement](#)

Treasurer-Tax Collector

- P.** Treasurer-Tax Collector requests the adoption of a Resolution adopting the “Napa County Policy Regarding the Submission of Claims for Excess Proceeds,” delegating authority to the Treasurer-Tax Collector to distribute excess proceeds resulting from tax-defaulted property sales in accordance with Chapter 1.3 of the California Revenue and Taxation Code section covering sections 4671 through 4676. [21-1429](#)

Attachments: [Resolution](#)
[Excess Proceeds Policy](#)

8. **DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS**
9. **PUBLIC COMMENT**
(for all matters not listed on the agenda but are within the jurisdiction of the Board of Supervisors and Special Districts as shown on page 1)
10. **ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS**

Napa County Groundwater Sustainability Agency

- A. Director of Planning, Building and Environmental Services requests the Napa County Groundwater Sustainability Agency (NCGSA): [22-277](#)
 1. Consider and provide feedback on staff's recommendation regarding the formation and structure of Technical and Stakeholder Advisory Groups (TAG and SAG) to advise the NCGSA on Napa Valley Subbasin Groundwater Sustainability Plan (GSP) implementation;
 2. Authorize staff to begin development of four (4) workplans related to GSP implementation; and
 3. Direct staff to investigate and report back on options for ongoing funding of GSP implementation.

Attachments: [Figure 12-1 Napa Valley Subbasin](#)
[Table 12-3 Napa Valley Subbasin](#)
[GSP Implementation Schedule](#)

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11. ADMINISTRATIVE ITEMS**County Executive Office**

- A. County Executive Officer requests the following actions regarding the U. S. American Rescue Plan Act (ARPA) allocating approximately \$15.8 million: [22-244](#)
1. Provide an update on the U.S. Treasury's Final Rule for State and Local Fiscal Recovery Funds and report that Staff will develop uses for the \$10 million of revenue recovery funds to be used for provision of government services under the standard allowance;
 2. Discussion and seek direction to expand the County's FY 2022 -23 Master Settlement Agreement (MSA) grant program by \$3 million over three years;
 3. Discussion and approval of the proposed scope of work for the Child Care Gap Assessment allocating \$3 million for investment, including solicitation of a consultant for up to \$25,000;
 4. Discussion and seek direction on the proximity housing loan and accessory dwelling unit incentive programs and opportunities for investment of \$5 million;
 5. Approval of and authorization for the County Executive Officer (CEO) to sign an Agreement with the Lake Berryessa Resort Improvement District (District) for the term February 8, 2022 to December 31, 2026 for a maximum of \$1,350,000 to finance critical water and wastewater infrastructure projects; and
 6. Approval of a budget adjustment increasing appropriations in the ARPA subdivision (Fund 2460, Subdivision 1020050) by \$4,826,825 from its available fund balance and transferring to various departments in the General Fund, Health & Human Services Agency Fund, Housing and Homeless Fund, Child Support Services Fund, and the Lake Berryessa Resort Improvement District to reimburse department expenditures for supporting the pandemic response and complete various water and sewer projects. (4/5 vote required)

Attachments: [Scope of Work](#)
[Guidelines](#)
[Master Allocation Worksheet](#)
[Budget Adjustment](#)
[Agreement](#)
[Presentation \(added after meeting\)](#)
[Presentation \(added after meeting\)](#)

- B.** County Executive Officer will provide a report on pending future agenda items requested by individual Board members at the January 25, 2022, and the February 1, 2022 Board of Supervisors meetings and will request discussion and direction regarding the following requests for presentations by: [22-278](#)
1. Napa Schools for Climate Action on their request and call to action;
 2. All Home on how grant monies were spent, their impact on diversion, and how the County can have a greater impact in the sphere of housing and homelessness;
 3. Bay Conservation and Development Commission on Bay Adapt Regional Strategy for a Rising Bay; and
 4. California Medical Services Program on Affordable Care Act.

Attachments: [Future Agenda Item Requests](#)

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Planning, Building and Environmental Services (PBES)

- C. Director of Planning, Building and Environmental Services will provide an update on the current drought and requests the following actions to address the continuing drought emergency: [22-333](#)
1. Direct staff to work with stakeholders to revise the Water Availability Analysis (WAA) Guidance document to: incorporate applicable provisions of the Groundwater Sustainability Plan; update the guidelines to reflect recent court decisions regarding the public trust and California Environmental Quality Act (CEQA) review of wells; suspend the water use screening criterion for parcels located on the Napa Valley floor during a drought emergency; and transfer decision making authority under the WAA from the Public Works Department to the Planning, Building, and Environmental Services Department; and
 2. Direct staff to work with stakeholders to update Chapter 13.04 (Approved Water Supply Systems); Chapter 13.12 (Wells); and Chapter 13.15 (Groundwater Conservation) of the Napa County Code to: incorporate applicable provisions of the Groundwater Sustainability Plan; update the County Code to reflect recent court decisions regarding the public trust and California Environmental Quality Act (CEQA) review of wells; integrate applicable recommendations of the Groundwater Resources Advisory Committee (GRAC); and make other procedural and process revisions to bring these chapters into greater consistency with the County Code.

Attachments: [County of Napa Water Use Water Table](#)
[Parcels With Well Permits \(2020-2021\)](#)

12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS**13. SET MATTERS OR PUBLIC HEARINGS****County Executive Office**

- A. SET MATTER 9:05 A.M. [22-281](#)

Presentation by Dr. Karen Relucio, the County's Public Health Officer and discussion regarding the Coronavirus (COVID-19) situation, for Board direction and possible action.

Attachments: [Presentation \(added after meeting\)](#)

County Counsel**B. SET MATTER 11:00 AM (Walt Ranch)****[21-1377](#)**

County Counsel requests consideration and adoption of a Resolution of Findings of Fact and Decision on Appeal regarding an appeal filed by Center for Biological Diversity (Appellant) to a decision by the Director of the Napa County Department of Planning, Building and Environmental Services on October 6, 2021, to approve a revision to Mitigation Measure 6-1 and to incorporate the revised mitigation measure into the Mitigation Monitoring and Reporting Plan applicable to the Walt Ranch Vineyards Agricultural Erosion Control Plan - File No. P11-00205-ECPA submitted by Hall Brambletree Associates, LP (Applicant) to allow earthmoving associated with the development of approximately 209 net acres of vineyard (±316 gross acres) (the Project).

Attachments: [Resolution](#)
[Correction Memorandum \(added after meeting\)](#)

14. LEGISLATIVE ITEMS**15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS****16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS****17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS****18. CLOSED SESSION****A. 8:00 AM CLOSED SESSION****[22-08](#)**

PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957(b)(1))

Title: Director of Planning, Building and Environmental Services

19. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY,
MARCH 1, 2022 AT 9:00 A.M.**

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, FEBRUARY 4, 2022 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-283

TO: Board of Supervisors
FROM: Minh C. Tran - County Executive Officer
REPORT BY: Neha Hoskins - Clerk of the Board
SUBJECT: Approval of Minutes

RECOMMENDATION

Clerk of the Board requests approval of minutes from the following regular and special meetings:

August 24, 2021,
September 14, 2021, and
February 1, 2022.

EXECUTIVE SUMMARY

Clerk of the Board requests approval of minutes.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Clerk of the Board requests approval of minutes from the following regular and special meetings:

August 24, 2021,
September 14, 2021, and
February 1, 2022.



Meeting Minutes

Napa County Board of Supervisors

Brad Wagenknecht, District 1
Ryan Gregory, District 2
Diane Dillon, District 3
Alfredo Pedroza, District 4
Belia Ramos, District 5

Minh C. Tran, County Executive Officer
Thomas C. Zeleny, Interim County Counsel
Neha Hoskins, Clerk of the Board

Tuesday, August 24, 2021

9:00 AM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

Special Meeting (Closed Session) - 8:00 AM

1. **CALL TO ORDER; ROLL CALL**

Present: Chair Alfredo Pedroza, Supervisors Brad Wagenknecht, Diane Dillon, Ryan Gregory, and Vice Chair Belia Ramos. The meeting was called to order by Chair Alfredo Pedroza.

2. **PLEDGE OF ALLEGIANCE**

Supervisor Diane Dillon led the assembly in the Pledge of Allegiance.

3. **APPROVAL OF MINUTES**

None

4. **PRESENTATIONS AND COMMENDATIONS**

None

5. **DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS**

None

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6. CONSENT ITEMS - SPECIALDISTRICTS

Lake Berryessa Resort Improvement District

- A. District Engineer requests approval of a Budget Transfer for the following (4/5 vote required): [21-780](#)

1. Increase intrafund transfers-out appropriations by \$60,000 in the LBRID Administration budget (Fund 5220, Organization 5220000) with offsetting use of its available fund balance; and
2. Increase construction services appropriations by \$60,000 in the Alternative Intake Project (Fund 5220, Organization 5220500, Program 21021) with offsetting intrafund transfers-in from the LBRID Administration budget.

Correction memorandum provided.

Motion Text:	Approve Special Districts Consent Calendar as amended.
Voting Yes:	Gregory, Wagenknecht, Dillon, Ramos, and Pedroza
Corrections/Recusals:	None
Result:	Passed

7. CONSENT ITEMS

Motion Text:	Approve Consent Calendar as amended.
Voting Yes:	Gregory, Wagenknecht, Dillon, Ramos, and Pedroza
Corrections/Recusals:	None
Result:	Passed

County Departments

Agricultural Commissioner

- A. Agricultural Commissioner/Sealer of Weights and Measures requests approval of and authorization for the Chair to sign the renewal of Revenue Agreement No. 170909B with the Department of Food & Agriculture (CDFA) for a maximum of \$500 for the term July 1, 2021 through June 30, 2022 for activities related to the performance of nursery inspections and enforcement work. [21-772](#)

Enactment No: A-170909B

Auditor-Controller

- B. Auditor-Controller requests adoption of a resolution authorizing the implementation of the Teeter Plan as follows:
1. Authorize the issuance of a promissory note, in the amount of \$5,268,793, to fund payment of the Fiscal Year 2020-21 delinquent secured taxes;
 2. Authorize the Chair and Clerk of the Board to sign the note; and
 3. Authorize the continuance of the Teeter Plan, as governed by Revenue and Taxation Code, for Fiscal Year 2021-22.

[21-773](#)

Enactment No: R-2021-95

County Counsel

- C. County Counsel requests approval and ratification of a conflict waiver with Best Best & Krieger LLP in connection with Sun Communities' proposed development of recreational facilities and concessions at Lake Berryessa.

[21-755](#)

County Fire Department

- D. County Executive Officer/Purchasing Agent and County Fire Chief requests a waiver of competitive bidding requirements and sole source award for the purchase of one Type 5 (an initial attack engine on a medium duty chassis where the gross vehicle weight rating of chassis is in the 16,000 to 26,000 pound range) Patrol Vehicle from Golden State Fire Apparatus/Pierce Manufacturing in Sacramento, California, for an approximate total of \$315,000 pursuant to County Ordinance Code 2.36.090.

[21-812](#)

Housing and Homeless Services – Division of CEO's Office

- E. County Executive Officer requests adoption of a resolution approving the re-direction of Community Development Block Grant-Disaster Recovery funds in the amount of \$420,094 to the City of Napa for the purpose of replacing affordable housing lost as a result of the 2017 wildfires for a project located within the jurisdiction of the City of Napa.

[21-816](#)

Enactment No: R-2021-96

- F. County Executive Officer requests the adoption of a resolution authorizing a joint grant application with Burbank Housing Development Corporation in the amount not to exceed \$700,000 for a second round of Project Homekey funds to complete renovation on an apartment complex to create 16 permanent supportive housing units.

[21-817](#)

Correction memorandum provided.

Enactment No: R-2021-97

- G. County Executive Officer requests adoption of a resolution rescinding and replacing Resolution No. 2020-146 authorizing the final grant application with Burbank Housing Development Corporation in the amount not to exceed \$3,000,000 for Project Homekey Round 1 to update authorized signatories for grant-related documents. [21-818](#)

Correction memorandum provided.

Enactment No: R-2021-98

Human Resources – Division of CEO’s Office

- H. Director of Human Resources requests approval of and authorization for the Chair to sign Agreement No. 220061B with Cooperative Personnel Services, doing business as CPS HR Consulting for a maximum of \$200,000 for the term of July 1, 2021 through June 30, 2022, with an option to extend for two additional years, to provide executive search services, organizational development, and training services for Napa County. [21-608](#)

Enactment No: A-220061B

- I. Director of Human Resources and Assessor-Recorder-County Clerk request adoption of a Resolution amending the Departmental Allocation List for Assessor’s Division of the Assessor-Recorder-County Clerk’s Office, by adding one 1.0 FTE Appraiser I - Limited Term, effective August 24, 2021, through June 30, 2023, with a temporary net increase of one full-time equivalent. [21-803](#)

Enactment No: R-2021-99

Library

- J. Director of Library Services and Community Outreach requests the following: [21-801](#)
1. Acceptance of a \$20,000 donation from Friends of the Napa Library to support guest speakers, projects and programs; and
 2. Authorization for the Chair to sign a letter of appreciation in acceptance of this donation.

Public Works

- K. Director of Public Works requests the following regarding the 2020 LNU Fire Guardrail Replacement Project, RDS 20-40: [21-717](#)
1. Award of the contract to Midstate Barrier, Inc., of Stockton, California for their low base bid of \$1,198,062 and for the Chair to sign the construction contract; and,
 2. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$1,500,000 in the Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000) with the use of its available fund balance to be transferred to 2020 LNU-FHWA Guardrail Project (Fund 2040, Org 2040500, Project 21028); and
 - b. Increase appropriations by \$1,500,000 in Project 21028, RDS20-40 offset by transfer from the ACO budget.
- L. Director of Public Works requests approval of and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to section 20150.8 of the Public Contract Code for the LNU Fire Complex Guardrail Repair Project, RDS 20-39. [21-722](#)
- M. Director of Public Works request the following actions regarding the Silverado Trail Bridge Over Bell Canyon Creek Project: [21-766](#)
1. Approval of Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$88,000 in the SB-1 Non-Operating Special Revenue Fund (SRF) budget (Fund 2440, Org 1220052) to transfer to the Project (Fund 2040, Org 2040500, Project 21031) offset by use of its available fund balance; and
 - b. Increase appropriations by \$88,000 in Project 21031 budget offset by an increase in revenue from the transfer from the SB1 SRF budget.
- N. Director of Public Works requests approval of the following actions regarding the 2020 Glass Fire Guardrail Repair Project, RDS20-48: [21-792](#)
1. Approval of plans and specification and authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to section 20150.8 of the Public Contract Code and;
 2. Approval of Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$75,000 in the Accumulated Capital Outlay Fund (Fund 3000, Org 300000) offset by use its available fund balance; and
 - b. Creation of a new project Fund 2040, Org 2040500, Project 21055, and provide appropriations of \$75,000 in Project 21055 budget with offsetting revenue from the transfer from the Accumulated Capital Outlay Fund to fund project through bidding.

- O. Director of Public Works requests approval adding additional streets to a previously approved paving project and changing the name of Roads Capital Improvement Project (CIP) Project 21066 to Olive Hill/Mt. George/ W Zinfandel and Finnell.

[21-802](#)

Enactment No: 220084B

Risk and Emergency Services (OES) – Division of CEO’s Office

- P. County Executive Officer/Director of Emergency Services requests approval of a Budget Transfer increasing appropriations in the Emergency Services subdivision budget by \$328,379 with offsetting revenue from FY2019 Public Safety Power Shutoffs (PSPS) Resiliency Allocation Agreement and FY2020 Community Power Resiliency Allocation Agreement for the purchase of four mobile generators. (4/5 Vote Required)

[21-815](#)

Sheriff

- Q. Sheriff requests approval of and authorization for the Chair to sign the renewal of Revenue Agreement No. 170821B with the Napa County Office of Education for a maximum of \$124,444 for the school year term August 18, 2021 through June 15, 2022 to fund a School Resource Officer assigned to provide campus safety at Juvenile Court and Camille Creek Community School.

[21-753](#)

Enactment No: A-170821B

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

None

9. PUBLIC COMMENT

Fourteen (14) people spoke during public comment.

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

None

11. ADMINISTRATIVE ITEMS

None

12. SET TIME MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS

None

13. SET MATTERS OR PUBLIC HEARINGS

County Executive Office

- A. PUBLIC HEARING 2:00 PM - 2 Hours - SCARLETT WINERY Consideration and possible direction regarding an appeal filed by George and Nancy Montgomery (Appellant) a decision by the Planning Commission on January 15, 2020, to approve an application submitted by Sherrett Reicher, Alsace Company, LTD (Applicant) for a use permit (P16-00428-UP) to construct and operate a new 30,000 gallon per year winery known as the Scarlett Winery as further described in the Staff Report prepared for this matter. The project is located on an approximately 47.88 acre site at 1052 Ponti Road, which intersects with Skellenger Lane just west of Silverado Trail, St. Helena, CA; APN: 030-280-010 (the Property). [21-038](#)
- ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Revised Mitigated Negative Declaration (Revised MND). According to the proposed Revised MND, the proposed project would not have any potentially significant environmental impacts after implementation of mitigation measures proposed for the following area: Transportation. The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

Chair Alfredo Pedroza went over the Chair's good cause determination to exclude items submitted late by the Appellant, such as a new traffic report, a 73-page document that exceeded the ten-page limit and included new evidence beyond the topic of noise, a 23-page good cause letter with exhibits that attempts to argue the record with new evidence, re-argues cumulative impacts and asserts that the hearing must be de novo, and a seven page letter that re-argues the Appellant's position on the Chair setting a deadline of July 18, 2021 at a prehearing conference for the submittal of supplemental legal arguments by the Appellant or Applicant.

Appellant witness Ellison Folk, present via teleconference, made presentation requesting the Board overrule the Chair's good cause determination. (No action taken.)

Supervisor Ryan Gregory disclosed he met with Applicant representatives Brien McMahon and Donna Oldford on Thursday, August 19, 2021 at the project site.

Vice Chair Belia Ramos disclosed she attended the same meeting as Supervisor Ryan Gregory.

Chair Alfredo Pedroza disclosed he spoke with Donna Oldford and visited the site individually on Monday, August 23, 2021.

Supervisor Brad Wagenknecht disclosed he visited the property and spoke briefly with Donna Oldford.

Supervisor Diane Dillon reported she had no disclosures other than driving down Ponti Road to view the project site but she didn't physically visit the property.

Planning, Building, and Environmental Services Supervising Planner Charlene Gallina made presentation with Deputy County Counsel Laura Anderson present.

Discussion held.

Appellant witness Ellison Folk made presentation.

Five (5) people spoke during public comment.

Applicant witness Donna Oldford made presentation.

Applicant witness Brien McMahon made presentation.

Appellant witness Ellison Folk provided rebuttal

Discussion held.

Director of Public Works Steven Lederer made presentation

Motion text: To deny the appeal in its entirety and uphold the Planning Commission's approval of the project.

Voting Yes: Gregory, Pedroza, Ramos, and Wagenknecht

Voting No: Dillon

Corrections/Recusals: None

Result: Passed

Public Works

B SET MATTER 9:00 A.M. - 45 Minutes

[21-793](#)

Director of Public Works requests the Board receive an update on the status of negotiations with Illumination Technologies California (ITC), confirm or modify the Ad Hoc Committee's recommendations to reject the original Monopole proposal and to work towards a fire sensing system agreement only, and potentially provide direction to staff to issue a Request for Proposal for a fire sensing technology system.

Director of Public Works Steven Lederer presented report.

Eleven (11) people made public comment.

Motion Text: Authorize Director of Public Works to sign agreement.

Voting Yes: Dillon, Gregory, Ramos, Wagenknecht, and Pedroza

Corrections/Recusals: None

Result: Passed

C. PUBLIC HEARING 9:30 AM - 10 Minutes

[21-609](#)

Director of Public Works requests adoption of a resolution increasing rates as shown in the resolution, effective October 1, 2021, for the residential and commercial operational cost associated with the collection of solid waste, recyclables, green waste, and food waste applicable to the Unincorporated Area of Garbage Zone One, a service which is provided by Napa County Recycling and Waste Services, LLC.

Director of Public Works Steven Lederer presented report.

Motion Text: Adopt Resolution.

Voting Yes: Dillon, Wagenknecht, Gregory, Ramos, and Pedroza

Corrections/Recusals: None

Result: Passed

Enactment No: R-2021-100

14. LEGISLATIVE ITEMS

None

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS **Supervisor Brad Wagenknecht reported on his bicycle tour with the Napa County Bicycle Coalition to gather ideas for further improvements on the trails.**

Supervisor Belia Ramos reported on the giving public comment at the California Redistricting Commission and raising concern about identification of the zip code of American Canyon being a Solano County zip code, and she wants to make sure American Canyon has the continuous representation at all the legislative levels as Napa County.

Chair Alfredo Pedroza reported on a meeting in Lake Berryessa at the Steele Canyon Fire Station regarding fire preparedness and was excited to announce some of the concessionaires with the communities. Chair Pedroza also discussed a delegation from Tuxpan, Jalisco where they were able to show the offices of Emergency Services, discuss governing structures and discuss how local municipalities are funded in Mexico.

16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

None

17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

None

18. CLOSED SESSION

- A. 8:00 AM Special Meeting - Closed Session
PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) [21-705](#)
Title: Chief Probation Officer

No reportable action.

- B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION [21-797](#)
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2). (1 Case)

Item dropped.

- C. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION [21-821](#)
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (1 Case)

No reportable action.

- D. CONFERENCE WITH REALPROPERTY NEGOTIATOR(Government Code Section 54956.8) [21-820](#)
Property: 2344 Old Sonoma Road, Napa, California
Agency Negotiator: Steve Lederer, Director of Public Works
Negotiating Parties: Napa County and Napa Community Real Estate Fund, LP
Under Negotiation: [X] Price [X] Terms of Payment

No reportable action.

- E. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [21-823](#)
(Government Code Section 54956.9(d)(1))
Name of Case: 3030 Airport Road, LLC vs. County of Napa et. al., Napa County Superior Court #19CV000257
Name of Case: County of Napa v. 3030 Airport Road, LLC et. al., Napa County Superior Court #19CV000305

No reportable action.

19. ADJOURNMENT

ADJOURN TO THE BOARD OF SUPERVISORS SPECIAL MEETING, TUESDAY, SEPTEMBER 14, 2021 AT 8:00 AM.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



Meeting Minutes

Napa County Board of Supervisors

Brad Wagenknecht, District 1
Ryan Gregory, District 2
Diane Dillon, District 3
Alfredo Pedroza, District 4
Belia Ramos, District 5

Minh C. Tran, County Executive Officer
Thomas C. Zeleny, Interim County Counsel
Neha Hoskins, Clerk of the Board

Tuesday, September 14, 2021

9:00 AM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

Special Meeting (Closed Session) - 8:00 AM

1. **CALL TO ORDER; ROLL CALL**

Present: Chair Alfredo Pedroza, Supervisors Brad Wagenknecht, Diane Dillon, Ryan Gregory, and Vice Chair Belia Ramos. The meeting was called to order by Chair Alfredo Pedroza.

2. **PLEDGE OF ALLEGIANCE**

Sheriff Ortiz led the assembly in the Pledge of Allegiance.

3. **APPROVAL OF MINUTES**

- A. Clerk of the Board requests approval of minutes from the following meetings:

[21-880](#)

Regular Meeting of Tuesday, January 5, 2021;
Regular Meeting of Tuesday, January 12, 2021;
Regular Meeting of Tuesday, January 26, 2021;
Regular Meetings of Tuesday, February 2, 2021;
Special Meeting of Tuesday, February 23, 2021;
Special Meeting of Tuesday, March 2, 2021;
Special Meeting of Thursday, March 4, 2021;
Regular Meeting of Tuesday, March 16, 2021;
Regular Meeting of Tuesday, March 23, 2021;
Regular Meeting of Tuesday, April 6, 2021;
Special Meeting of Tuesday, April 20, 2021; and
Regular Meeting of Tuesday, May 4, 2021.

Item removed from the agenda. Continued to September 28, 2021.

4. PRESENTATIONS AND COMMENDATIONS

- A. Presentation of a Proclamation to the Napa County Suicide Prevention Council (SPC), through SPC chair, Sarah O'Malley, HHSA Deputy Director-Mental Health Division, and SPC member, Jeni Olsen, Prevention Director at Mentis, declaring September 2021 "Suicide Prevention Month" in Napa County. [21-786](#)

Chair Alfredo Pedroza presented proclamation.

Suicide Prevention Council Chair Sarah O'Malley made presentation.

Suicide Prevention Council member Jeni Olsen made presentation.

- B. Presentation of a proclamation by Lindsay Stark, Deputy Director/Administrator of Alcohol and Drug Services, and Bill Chadwick, Chair of the Advisory Board on Alcohol and Drug, declaring September 2021 as "National Recovery Month" in Napa County. [21-811](#)

Deputy Director/Administrator of Alcohol and Drug Services Lindsey Stark presented proclamation.

Chair of the Advisory Board on Alcohol and Drug Bill Chadwick made presentation.

- C. Director of Human Resources to introduce new County employees. [21-832](#)

Item removed from the agenda. Continued to September 28, 2021.

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS

Registrar of Voters John Tutuer gave report and updates on Election Day, provided updates on various vote centers available throughout the County, and gave information on the first public workshop for redistricting.

6. CONSENT ITEMS - SPECIAL DISTRICTS

None

7. CONSENT ITEMS

Motion Text: Approve the Consent Calendar as amended.

Voting Yes: Wagenknecht, Ramos, Dillon, Gregory and Pedroza

Excused: None

Corrections/Recusals: None

Result: Passed

Auditor-Controller

- A. Auditor-Controller requests adoption of a resolution establishing the Napa County tax rates for the Fiscal Year 2021-22 Secured Tax Roll. [21-837](#)

Enactment No: R-2021-101

County Counsel

- B. County Counsel requests approval of and authorization for the Chair to sign an agreement with Kaplan Kirsch Rockwell effective from August 11, 2021 through June 30, 2022, subject to two additional years of automatic renewals at the end of each fiscal year, for a maximum compensation of \$73,400 to provide legal advice and litigation services pertaining to the Oat Hill Multi-Family Residential Project proposed in the City of American Canyon.

[21-831](#)

Item pulled for discussion. See Item 8.

Enactment No: A-220128B

County Executive Office

- C. County Executive Officer requests the following actions regarding the dissolution of the Napa Successor Agency subject to State Revenue and Taxation Code requirements:

[21-740](#)

1. Approval of and authorization for the Chair to sign an agreement with City of Napa to jointly provide Backfill Payments to Napa Valley Unified School District and Napa County Office of Education to allow early dissolution; and
2. Adoption of a resolution authorizing the Auditor-Controller to disseminate the property taxes in accordance with the Agreement.

Enactment No: R-2021-102; A-220146B

- D. County Executive Officer recommends the following actions regarding the American Rescue Plan Act:

[21-828](#)

1. Approve a Budget Transfer increasing appropriations in General Fund-County Executive Officer, Community Grants (Fund 1000, Org 1020000) totaling \$100,000 with offsetting transfer from American Rescue Plan Act revenue (Fund 2460, Org 1020050) (4/5 Vote Required); and
2. Authorize the Chair to execute the first ARPA Community Investment Grant Agreement with Napa Valley Community Foundation for Emergency Rental Assistance Program navigation services totaling \$100,000.

[21-840](#)

Item pulled for discussion. See Item 8.

- DI. County Executive Officer requests reappointment of Philip Husby and Michael Basayne to serve on the Napa County Assessment Appeals Board with terms to commence immediately and expire September 6, 2024.

County Fire Department

- F. County Executive Officer/Purchasing Agent and County Fire Chief requests the following: [21-814](#)
1. Declare certain capital asset vehicles as surplus and no longer required for public use;
 2. Authorize the Auditor-Controller to remove these surplus assets from the capital asset listing; and
 3. Authorize the sale of capital asset surplus vehicles at public auction (4/5 vote required).

Health and Human Services Agency

- G. Director of Health and Human Services requests approval of and authorization for the Chair to sign Revenue Agreement No. 210401B with the City and County of San Francisco Department of Public Health for a maximum of \$400,000 for the term July 1, 2021 through June 30, 2023 to carry out the California Home Visiting Program. [21-597](#)
- Enactment No: A-210401B**

- H. Director of Health and Human Services requests approval of and authorization for the Chair to sign the following agreements, each for the term July 1, 2021 through June 30, 2024 regarding the California Early Psychosis Learning Health Care Network collaborative: [21-614](#)
1. Agreement No. 220060B with Aldea, Inc. for a maximum of \$126,277 for participation in the University of California at Davis California Early Psychosis Learning Health Care Network; and
 2. Agreement No. 220080B with the University of California, Davis for a maximum of \$39,660 to lead the California Early Psychosis Learning Health Care Network Collaborative.

Enactment No: A-220060B; A-220080B

- I. Director of Health and Human Services requests adoption of a resolution approving the County's Mental Health Service Act Fiscal Year 2021-2022 Annual Update to the Three Year Plan for Fiscal Year 2020-2021 to Fiscal Year 2022-2023. [21-681](#)

Enactment No: R-2021-103

- J. Director of Health and Human Services requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 170822B with Aldea, Inc., increasing the amount by \$12,000 for a new maximum of \$202,792, amending Specific Terms and Conditions, the Scope of Work and Compensation exhibits for the provision of First Episode Psychosis (FEP) Treatment to Napa County residents ages 12 through 28 years of age. [21-724](#)

Enactment No: A-170822B Amend. 3

- K Director of Health and Human Services requests approval of and authorization for the Chair to: [21-726](#)
1. Terminate current Agreement No. 170922B with Rex Adamson as of September 14, 2021 and replace it with the new Agreement; and
 2. Sign a new Agreement No. 220100B with Rex Adamson, M.D. for an annual maximum of 9,000 for the term September 14, 2021 through June 30, 2022 and each automatic renewal thereof to provide medication services and conservatorship evaluations renewals for mental health clients referred by the County's Health and Human Services Agency.
- Enactment No: A-220100B**
- L Director of Health and Human Services requests approval of and authorization for the Chair to sign the renewal of Revenue Memorandum of Agreement No. 190007B with Reach Air Medical Services, LLC for a maximum of \$22,500 for the term July 1, 2021 through June 30, 2024 for reimbursement of oversight activities of emergency air ambulance services within Napa County. [21-730](#)
- Enactment No: A-190007B**
- M Director of Health and Human Services requests approval of and authorization for the Chair to sign Revenue Memorandum of Understanding No. 220102B with OLE Health for an annual maximum of \$25,636 for the term September 14, 2021 through December 31, 2023 for co-location of a Napa County employed Mental Health Counselor-Registered/Licensed at OLE Health for the purpose of improving access to mental health services. [21-735](#)
- Item pulled for discussion. See Item 8.**
- Enactment No: A-220102B**
- N Director of Health and Human Services requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 200128B with Innovative Health Solutions (formerly Healthy Cooking With Kids, Inc.) increasing the maximum payable for Federal Fiscal Year 2020-2021 (October 1, 2020 through September 30, 2021) by \$10,000 for a new maximum of \$143,352, revising Specific Term and Condition 3.1(l), and amending the Compensation exhibit to incorporate a new budget to provide nutritional education to low income residents and coordinate a sugar-free beverages campaign. [21-741](#)
- Enactment No: A-200128B Amend. 2**

- O. Director of Health and Human Services requests approval of two resolutions related to the California Mental Health Services Authority (CalMHSA), a Joint Powers Authority, of which Napa County is a member: [21-757](#)
1. Adoption of a resolution authorizing an extension to the participation agreement for the State Hospitals Program and an extension of the contract with the Department of State Hospitals for state hospital beds;
 2. Adoption of a resolution authorizing Napa County's participation in CalMHSA's statewide Prevention and Early Intervention Program; and
 3. Authorize the Deputy Director of HHSA/Mental Health Director to continue acting as Napa County's representative on the CalMHSA Board of Directors and signing related memorandum of understanding, participation agreements, and amendments, related to Napa County's participation in this Joint Powers Authority.
- Enactment No: R-2021-104; R-2021-105** [21-763](#)
- P. Director of Health and Human Services requests approval of and authorization for the Chair to sign Agreement No. 220103B Acceptance of a Real-time Allotment Award from the California Department of Public Health Tuberculosis Control Branch in the amount of \$17,085 for the term July 1, 2021 through June 30, 2022 to fund tuberculosis prevention and control activities.
- Enactment No: A-220103B** [21-764](#)
- Q. Director of Health and Human Services requests approval of and authorization for the Chair to sign Revenue Agreement No. 220116B with Adventist Health, St. Helena for an annual maximum of \$30,000 for the term August 15, 2021 through August 14, 2022 with two additional renewal terms concluding August 14, 2024 for designation as a Stroke Receiving Center.
- Enactment No: A-220116B** [21-775](#)
- R. Director of Health and Human Services requests approval of and authorization for the Chair to sign Renewal Agreement No. 8559 with the California Department of Public Health for a term of three years after the latest signature date for privacy and security requirements of the California Reportable Disease Information Exchange (CalREDIE) System Data Use and Disclosure.
- Enactment No: A-8559**

- S. Director of Health and Human Services requests approval of and authorization for the Chair to:
1. Terminate the current Agreement No. 170673B with Side by Side, Inc. for a maximum of \$650,000; and
 2. Sign a new Agreement No. 220092B with Side by Side, Inc. for a maximum of \$650,000 with the term commencing upon approval through June 30, 2022, with a provision for four annual renewals to provide Therapeutic Behavioral Services and Katie A services to Napa County clients.
- [21-790](#)

Enactment No: A-220092B

Human Resources – Division of CEO’s Office

- T. Director of Human Resources requests adoption of a Resolution amending the Table and Index of Classes to reflect a salary increase for members of the Board of Supervisors, effective July 1, 2021, as authorized by Napa County Ordinance No. 1263.
- [21-845](#)

Item pulled for discussion. See Item 8.

Enactment No: R-2021-106

- U. Director of Human Resources and Chief Probation Officer request the adoption of a Resolution amending the Departmental Allocation List for the Napa County Probation Department by extending the terms of four
- 1.0 FTE Deputy Probation Officer I/II's - Limited Term through June 30, 2022, with no net increase in full-time equivalents, and no impact to the General Fund.
- [21-858](#)

Enactment No: R-2021-107

Planning, Building and Environmental Services (PBES)

- V. Director of Planning, Building and Environmental Services requests approval of and authorization for the Chair to sign an agreement with Environmental Services Associates, Inc. (ESA), for a maximum of \$338,415 for the term August 24, 2021 through June 30, 2022 with an automatic rollover at the end of each fiscal year for up to two (2) additional one-year terms, for purposes of assisting to conduct an environmental analysis, in accordance with the California Environmental Quality Act (CEQA), of the proposed Inn at the Abbey project.
- [21-798](#)

Enactment No: A-220139B

Public Works

- W. Director of Public Works requests the following for the Silverado Trail Paving Phase L Project: [21-835](#)
1. Adoption of the resolution authorizing the Public Works Director or designee to sign the following California Department of Transportation (Caltrans) Program Supplement Agreements to administering Agency-State Agreement No 04-5921F57, RDS 20-04, Federal Project Number: STPL 5921 (083);
 2. Award of the contract to O.C. Jones & Sons, Inc. of Berkeley, California for their low base bid of \$1,264,275 with Additive Alternate No. 1 of \$74,000 (night work), for a total contract cost of \$1,338,275 and authorization for the Chair to sign the construction contract; and
 3. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$1,821,037 in the Measure T Non-Operating Special Revenue Fund (SRF) budget (Fund 2440, Org 1220053), to transfer to Program 20042 offset by use of its available fund balance of \$110,527 and additional \$1,710,510 as soon as next quarterly disbursement is available (October, 2021); and
 - b. Increase appropriations by \$1,821,037 in Program 20042 (Silverado Trail Phase L Project) budget offset by an increase in revenue from the transfer from the Measure T SRF budget.

Enactment No: R-2021-108

- X. Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220084B with Global Stabilization, LLC. increasing the amount by \$41,976 to a new maximum of \$324,876 and amending the scope of work to include application of EBS RA topical application (a "Fog Seal") on various completed paving projects. [21-836](#)

Enactment No: A-220084B Amend. 1

- Y. Director of Public Works requests authorization for the Chair to sign a Certificate of Acceptance of a Right of Way and Storm Drain Easement Deed from Nancy E. Reinke, trustee of the Nancy E. Reinke, Trustee of the Nancy E. Reinke 2006 Revocable Trust date May 8, 2006 to permanently accommodate a portion of the intersection of Buhman Avenue and Congress Valley Road as well as portions of the replacement Buhman Avenue Bridge, RDS 20-25 which is in construction. [21-843](#)

- Z. Director of Public Works requests the following actions regarding the Annual Roads Striping/Guardrail Project 2021: [21-846](#)
1. Approval to create a new Roads CIP Project for the Annual Roads Striping/ Guardrail Project 2021 (Fund 2040, Org 2040500, Project 22002); and
 2. Approval of Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$400,000 in the SB-1 Non-Operating Special Revenue Fund (SRF) budget (Fund 2440, Org 1220052) to transfer to Project 22002 offset by use of its available fund balance of \$116,940 and additional \$283,060 as soon as September disbursement is available; and
 - b. Increase appropriations by \$400,000 in Project 22002 budget offset by an increase in revenue from the transfer from the SB1 SRF budget.
- AA. Director of Public Works requests approval of the following: [21-847](#)
1. Declare certain capital asset vehicles as surplus, no longer required for public use, and approve disposal of capital assets by insurance;
 2. Authorize the Auditor-Controller to remove these surplus assets from the capital asset listing;
 3. Approval of a Budget Transfer increasing appropriations in the Vehicle Replacement (Fund 4100, Org 4102000) budget with offsetting revenue from insurance reimbursement (\$65,791) and use of available fund balance (\$11,209) (4/5 vote required); and
 4. Establishment of two capital assets in the amount of \$77,000 for the purchase of a Prius (\$37,000) and a Rav4 (\$40,000).
- AB. Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 4 to Agreement No. 6430 Memorandum of Understanding with the City of Napa for the County's use of the City's Material Diversion Facility to extend the preferred pricing arrangement to additional types of recyclable materials. [21-849](#)
- Enactment No: A-6430 Amend. 4**
- AC. Director of Public Works requests approval of the following actions regarding the purchase of paint sprayer: [21-863](#)
1. Approval of a Budget Transfer increasing appropriations in the Equipment Replacement - Roads (Fund 4100, Org 4101000) budget offset by use of available fund balance (4/5 Vote Required); and
 2. Establishment of one (1) capital asset in the amount of \$5,458.

Risk and Emergency Services (OES) – Division of CEO’s Office

[21-787](#)

AD. County Executive Officer/Director of Emergency Services requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 190210B with Wine Down Media, LLC for the term of July 1, 2021 through June 30, 2022 with an annual renewal to continue to provide Napa County residents with Napa County Rapid Alert Radio Efforts (“RARE”) program, and the addition of services to Public Health, Mental Health, Child Welfare Services and Alcohol and Drug Services. This increases the contract maximum by \$10,000 for a new maximum of \$43,000 per fiscal year.

Enactment No: A-190210B Amend. 1

Sheriff

[21-857](#)

AE. Sheriff requests the following actions:

1. Declare certain items of capital asset property as surplus and no longer required for public use;
2. Authorize removal of the capital assets from the Sheriff’s Office capital asset inventory;
3. Authorize e-waste disposal.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

- 7B, 7D, 7T

Correction Memorandum provided for item 7T.

Discussion held.

Motion Text:	Approve the requested actions as amended.
Voting Yes:	Ramos, Dillon, Gregory, Wagenknecht and Pedroza
Corrections/Recusals:	None
Result:	Passed

- 7M

One (1) person spoke during public comment.

Motion Text:	Approve the requested action.
Voting Yes:	Wagenknecht, Dillon, and Ramos
Corrections/Recusals:	Gregory and Pedroza
Result:	Passed

9. PUBLIC COMMENT

Two (2) people spoke during public comment.

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

Napa Berryessa Resort Improvement District

[21-834](#)

- A. District Engineer requests adoption of a resolution noticing intent to increase water and sewer rates, setting a public hearing for November 2, 2021, at 9:20 A.M. and authorizing mailing of notice of the proposed rate adjustments and the public hearing.

Engineering Manager Christopher Silke made presentation.

One (1) person spoke during public comment.

Motion Text: Adopt resolution.

Voting Yes: Gregory, Wagenknecht, Dillon, Ramos, and Pedroza

Corrections/Recusals: None

Result: Passed

Enactment No: R-2021-05 (NBRID)

11. ADMINISTRATIVE ITEMS

Public Works

[21-862](#)

- A. Director of Public Works requests direction to release a Request for Qualifications (RFQ) for an early fire sensing technology system.

Director of Public Works Steven Lederer made presentation.

Interim Fire Chief Jason Martin made presentation.

Discussion held.

Direction provided to staff.

12. SET TIME MATTERS OR PUBLIC HEARING - SPECIALDISTRICTS

None

13. SET MATTERS OR PUBLIC HEARINGS

County Executive Office

- A. SET MATTER 9:05 A.M. - 30 Minutes

[21-776](#)

Presentation by Dr. Karen Relucio, the County's Public Health Officer and discussion regarding the Coronavirus (COVID-19) situation, for Board direction and possible action.

Public Health Officer Dr. Karen Relucio made presentation.

Two (2) people spoke during public comment.

County Fire Department

- B. SET MATTER 9:30 AM - 15 Minutes

[21-623](#)

Presentation by Jason Martin, the Acting County Fire Chief and discussion regarding measures taken to prepare for the upcoming fire season, for Board direction and possible action.

Interim Fire Chief Jason Martin made Presentation.

Two (2) people spoke during public comment.

Public Works

C. SET MATTER 9:50 AM - 5 Minutes

[21-788](#)

Director of Public Works and Auditor-Controller request the following relating to the new budget unit, UVDS Franchise Fee:

1. Accept public testimony on the Fiscal Year 2021-22 budget with a total appropriation of \$158,000 in Fund 2182 Division 2182000; and
2. Continue for consideration September 21, 2021 at 9:30 a.m. for adoption of the recommended budget.

(4/5 vote required)

Director of Public Works Steven Lederer made presentation.

One (1) person spoke during public comment.

Motion Text: Continue to the next scheduled meeting.

Voting Yes: Gregory, Wagenknecht, Dillon, Ramos and Pedroza

Corrections/Recusals: None

Result: Passed

Health and Human Services Agency

D. SET MATTER 10:00 A.M. - 20 Minutes

[21-640](#)

Director of Health and Human Services requests approval of and authorization for the Chair to sign Agreement No. 220120B with American Medical Response West for the term December 31, 2021 through December 31, 2026 to provide exclusive emergency ambulance and non-emergency advanced life support transport services.

Emergency Medical Services Administrator Shaun Vincent made presentation.

Discussion held.

One (1) person spoke during public comment.

Motion Text: Approve requested action.

Voting Yes: Dillon, Wagenknecht, Gregory, Ramos and Pedroza

Corrections/Recusals: None.

Result: Passed

Enactment No: A-220120B

Planning, Building and Environmental Services (PBES)

[21-701](#)

E. SET MATTER 11:00 AM - 1 Hour

Director of Planning, Building and Environmental Services and County Counsel request that the Board take public comment and provide direction to staff on the proposed terms of a Development Agreement between the County and Meadowood Associates, a California Limited Partnership (together with its wholly owned subsidiary Meadowood Resort, LLC, a Delaware corporation) (hereafter referred to as Meadowood or the Applicant) for the purpose of rehabilitating the Meadowood Napa Valley resort and club (Meadowood Resort), which was substantially damaged and destroyed in the 2020 Glass Fire. The Development Agreement is being processed concurrently with the Applicant's pending request to modify Meadowood's Use Permit and request to approve a related Development Plan. The Meadowood Resort is located at 900 Meadowood Lane, St. Helena, California. The Napa Valley Reserve is located at 1030 Silverado Trail, St. Helena, California. The Meadowood Estate includes eleven contiguous legal parcels (Assessor's Parcel Numbers 025-080-032, -033, -034, -035, and -036 (Meadowood Resort) and, 025-110-049, -050, -064, -065, and -066 and 025-120-007 (The Napa Valley Reserve)).

Correction memorandum provided.

Director of Planning, Building, and Environmental Services David Morrison made presentation.

One (1) person spoke during public comment.

Discussion held.

Direction provided to staff.

Motion Text:	Approve requested actions.
Voting Yes:	Dillon, Gregory, Ramos, Wagenknecht and Pedroza
Corrections/Recusals:	None
Result:	Passed

F. PUBLIC HEARING 2:00 PM - 5 minutes (Benjamin Ranch Winery)

[21-669](#)

Consideration and possible action regarding an appeal filed by Michael Honig/Keep Rutherford Rural (Appellant) to a decision by the Napa County Planning Commission on May 19, 2021 to approve Use Permit Application No. P13-00371-UP submitted by Frank Family Vineyards, LLC (the Applicant) to establish a new winery known as the Benjamin Ranch Winery (the Winery) with related development on 8 acres of an approximately 85.1-acre project site. The property is located at 8895 Conn Creek Road, St. Helena and is assigned with Assessor's Parcel Numbers (APNs) 030-120-016 and 030-120-017.

(APPLICANT, APPELLANT AND STAFF REQUEST A CONTINUANCE TO NOVEMBER 16, 2021 AT 2:00 P.M.)

ENVIRONMENTAL DETERMINATION: According to the proposed Revised Mitigated Negative Declaration, revised to reflect the amended use permit project scope, the proposed project would not have any potentially significant environmental impacts with incorporation of mitigation measures pertaining to Biological Resources and Transportation. The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

CONTINUANCE TO NOVEMBER 16, 2021 AT 2:00 P.M.

Motion Text:	To continue item to November 16, 2021 at 2 PM.
Voting Yes:	Ramos, Wagenknecht, Dillon, Gregory and Pedroza
Corrections/Recusals:	None
Result:	Passed

14. LEGISLATIVE ITEMS

Supervisor Diane Dillon reported there were a couple of finished bills by State Senator Dodd, one of which is to make Public Safety Power Shutoffs (PSPS) emergency events, which could provide reimbursement to the County.

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

Supervisor Diane Dillon reported the following:

Sonoma County Supervisor James Gore reached out to her regarding having a tri-county/quad-county/bi-county discussion about fire prevention techniques, especially with regard to the FEMA Building Resilient Infrastructure and Communities (BRIC) grants, and doing something area-specific but with overlapping regions;

Attending a panel discussion on fire emergencies last month in Sonoma County sponsored by U.S. Senator Alex Padilla, which was also attended by Interim Fire Chief Jason Martin; Pacific Gas & Electric (PG&E) installed a climate-friendly generator to replace a typical generator in Angwin, and the issue of the "fast trip" safety feature that causes electrical outages is being reviewed; and

The California State Association of Counties (CSAC) Government Finance Committee met to discuss retirement issues, the discount with CalPERS and various related issues.

Vice Chair Belia Ramos reported the Association of Bay Area Governments (ABAG) Executive Committee will be taking up Regional Housing Needs Allocation (RHNA) appeals on September 24, 2021. There will be five consecutive hearings to hear all 28 jurisdictional appeals. Should there be any approvals of those appeals, the disputed number of housing units will be reallocated through the region.

Chair Alfredo Pedroza reported on attending a Napa Valley Transportation Authority (NVRTA) retreat with Vice Chair Belia Ramos on September 13, 2021 wherein the main topic of discussion was the possibility of extending the Measure T tax to further support infrastructure, such as roads and other capital improvement projects. Chair Pedroza also reported the County hosted the governor-elect from Baja, California, which has a wine region named Valle de Guadalupe that they would like to make into a world renown wine region and they look to Napa Valley as an example. They met with the Napa Valley Vintners and their President and CEO Linda Reiff, and State Senators Bill Dodd and Ben Hueso were also present.

Supervisor Ryan Gregory reported the Ad Hoc Fire Committee hasn't met for a few weeks but they will be meeting this Thursday, August 26, 2021. The Committee has been discussing a potential sales tax with the help of a County-hired consultant, and they also discussed checking in on the Community Wildfire Protection Plan (CWPP) and the County's firefighting helicopter and how many trips it has made.

16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

Vice Chair Belia Ramos requested the following:

Discussion on partnering with the regional nonprofit All Homes on homeless prevention strategies; and

Revisiting an ordinance that pertains to Board of Supervisors salaries and to have something that is reflective of current times. County Executive Officer Minh C. Tran responded the item would be brought back within two Board meetings, at which time staff will present to the Board and seek direction. If there is direction from the majority of the Board, the item would be brought back again at a future meeting.

17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

None

18. CLOSED SESSION

- A. 8:00 AM Special Meeting - Closed Session [21-628](#)
PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government
Code Section 54957)
Title: Public Defender

No reportable action.

- B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED [21-797](#)
LITIGATION
Significant exposure to litigation pursuant to Government Code Section
54956.9(d)(2). (1 Case)

No reportable action.

- C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR(Government [21-819](#)
Code Section 54956.8)
Property: Napa County Airport, Napa, California (APN 057-050-009)
Agency Negotiator: Minh C. Tran, County Executive Officer
Negotiating Parties: Napa County and Lynx FBO Enterprise, LLC
Under Negotiation: [X] Price [X] Terms of Payment

No reportable action.

- D. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [21-881](#)
(Government Code Section 54956.9(d)(1))

Names of cases:

1. David Wesner v. Napa County, NCSC #26-59313 and California Court of Appeal #A162794
2. Gregory Peck v. HUD, et al., US District Court, Utah #2:20-cv-00321
3. Guillermo Garcia-Casillas v. Napa County, NCSC #19CV001679
4. Donald and Marie Loeber v. Napa County, NCSC #19CV000359
5. Marc and Makena Golick v. Napa County, NCSC #19CV000350
6. Thezzanica & Tryztan Sunga v. County of Napa, NCSC#19CV000746
7. Xezakia Rouse v. Napa County et al., US District Court #C20-06068
WHA
8. Xezakia Rouse v. Abernethy, Pending - US District Court (New Case) -
Claim #20-215; US District Court # 3:21-cv-05708
9. Christine San Fillipo v. Napa County, NCSC #20CV001343
10. Denise Sanchez v. Weeks, NCSC #21CV000455
11. Juan Garcia, Deceased v. Napa County, US District Court
#4:21-cv-03519
12. Virginia Johansen v. Napa County, US District Court #4:21-cv-01892
DMR

No reportable action.

- E. CONFERENCE WITH REALPROPERTY NEGOTIATOR (Government Code Section 54956.8) [21-883](#)
Property: 2344 Old Sonoma Road, Napa, California
Agency Negotiator: Steve Lederer, Director of Public Works
Negotiating Parties: Napa County and Napa Community Real Estate Fund, LP
Under Negotiation: ☒ Price ☒ Terms of Payment
No reportable action.

- .F. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION [21-889](#)
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):
(1 Case)
No reportable action.

19. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING,
TUESDAY, SEPTEMBER 21, 2021 AT 9:00 A.M.**

Neha Hoskins (By e-signature)
NEHA HOSKINS, Clerk of the Board



Meeting Minutes

Napa County Board of Supervisors

Brad Wagenknecht, District 1
Ryan Gregory, District 2
Diane Dillon, District 3
Alfredo Pedroza, District 4
Belia Ramos, District 5

Minh C. Tran, County Executive Officer
Thomas C. Zeleny, Interim County Counsel
Neha Hoskins, Clerk of the Board

Tuesday, February 1, 2022

9:00 AM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

***Consolidated**

1. **CALL TO ORDER; ROLL CALL**

Present: Chair Ryan Gregory, Supervisors Diane Dillon, Alfredo Pedroza, Belia Ramos, and Vice Chair Brad Wagenknecht. The meeting was called to order by Chair Ryan Gregory.

2. **PLEDGE OF ALLEGIANCE**

Sheriff Oscar Ortiz led the assembly in the Pledge of Allegiance.

3. **APPROVAL OF MINUTES**

- A. Clerk of the Board requests approval of minutes from the following regular and special meetings:

[22-263](#)

September 23, 2021 and January 25, 2022.

Motion Text: Approve minutes.

Voting Yes: Wagenknecht, Pedroza, Dillon, Ramos, and Gregory

Corrections/Recusals: None

Result: Passed

4. **PRESENTATIONS AND COMMENDATIONS**

None

5. **DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS**

None

6. **CONSENT ITEMS - SPECIAL DISTRICTS**

None

Napa County Housing Authority

- A. Director of Housing and Homeless Services requests acceptance of quarterly donation report for Napa County Housing Authority for quarter ending December 31, 2021. [22-240](#)

Motion Text: Approve Special Districts Consent Calendar.

Voting Yes: Pedroza, Dillon, Ramos, Wagenknecht and Gregory

Corrections/Recusals: None

Result: Passed

7. CONSENT ITEMS

Motion Text: Approve Consent Calendar.

Voting Yes: Wagenknecht, Ramos, Dillon, Pedroza, and Gregory

Corrections/Recusals: None

Result: Passed

Auditor-Controller

- A. Auditor-Controller requests the Board to accept and instruct the Clerk of the Board to file the quarterly report of donations received for the quarter ended December 31, 2021. [22-163](#)

County Executive Office

- B. County Executive Officer requests the following actions to the First 5 Napa County Children and Families Commission: [21-1415](#)
1. Reappointment of Monica Koenig representing County Representative for a four-year term ending January 1, 2026, and;
 2. Appointment of Jennifer Yasumoto representing County Representative for a four-year term ending January 1, 2026.

Library

- C. Director of Library Services and Community Outreach requests the following: [22-06](#)
1. A waiver of competitive bidding requirements and sole source award to Rafael Ortiz, Napa, California to ensure continuity of service pursuant to County Ordinance Code 2.36.090; and
 2. Approval of and authorization for the Chair to sign an agreement with Rafael Ortiz for a maximum of \$9,590 for the term January 25, 2022, through June 30, 2022, with four annual renewals, to provide a positive parenting program, referred to as "Triple P", at the Napa County Library Literacy Center.

Enactment No: A-220234B

- D. Director of Library Services and Community Outreach requests approval of and authorization for the Chair to sign an agreement with Dr. Guillermo Gonzalez for a maximum of \$9,240 for the term January 25, 2022, through June 30, 2022, with four annual renewals, to provide a basic math and GED preparation class at the Napa County Library Literacy Center.

[22-19](#)

Enactment No: A-220235B

Planning, Building and Environmental Services (PBES)

[22-156](#)

- E. Director of Planning, Building and Environmental Services requests adoption of a Resolution authorizing the submission of an application to the California Department of Resources Recycling and Recovery (CalRecycle) for a Waste Tire Enforcement Grant in the amount of \$52,396 for the State's Fiscal Year 2021-2022 award cycle to be received in County Fiscal Year 2022-2023 and authorization for the Director or designee to execute the necessary grant documents.

Enactment No: R-2022-11

[22-242](#)

Public Defender

- F. Public Defender requests authorization for the Chair to sign Amendment No. 1 to Agreement 170843B with Teresa de la Vega-Power extending the term from January 1, 2022 through June 30, 2022, with a provision for two (2) one-year renewals and increasing the daily rate from \$100 to \$115 for the provision of Spanish interpretation.

Enactment No: A-170843B

**** CONTINUED ON NEXT PAGE****

Public Works

- G. Director of Public Works requests approval of and authorization for the Chair to sign Agreement No. 220243B with Soluna Outreach Solutions for an annual maximum of \$9,950 per fiscal year for the term February 1, 2022 to June 30, 2022, with two one-year automatic renewals, for education and outreach on motor oil recycling to non-English speakers in Napa County. [22-16](#)

Enactment No: 220243B

- H. Director of Public Works requests the following regarding the 2020 Glass Fire FHWA Guardrail Replacement Project, RDS 20-49: [22-167](#)
1. Award of the contract to Midstate Barrier, Inc., of Stockton, California for their low base bid of \$818,331 and for the Chair to sign the construction contract;
 2. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$1,071,081 in the Accumulated Capital Outlay Fund (ACO) (Fund 3000, Org 3000000) with the use of its available fund balance to be transferred to 2020 Glass Fire FHWA Guardrail Project (Fund 2040, Org 2040500, Project 21056); and
 - b. Increase appropriations by \$1,071,081 in Project 21056, RDS 20-49 offset by transfer from the ACO budget.

Risk and Emergency Services (OES) – Division of CEO’s Office

- I. County Executive Officer and Director of Emergency Services requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 210217B with the City and County of San Francisco, as the distribution agent for UASI grant funds, to extend the term through April 30, 2022 and to update the scope of the project. [22-170](#)
- J. Risk and Emergency Services Manager requests approval of a Budget Transfer increasing appropriations in the Lightning Fire Complex subdivision (1058006) from its available fund balance in the amount of \$150,000 to cover costs associated with insured losses. (4/5 vote required) [22-260](#)

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

None

9. PUBLIC COMMENT

Two (2) people spoke during public comment.

10. ADMINISTRATIVE ITEMS – SPECIAL DISTRICTS

None

11. ADMINISTRATIVE ITEMS

Public Works

- A. Director of Public Works requests the following actions regarding the Dry Creek Road Bridge over Dry Creek Replacement Project: [22-150](#)
1. Approval of the bridge replacement project design;
 2. Adoption of a Mitigated Negative Declaration and Mitigation Monitoring and Reporting Plan, which will allow staff to obtain necessary permits and take other actions needed to advance the project to construction and make the following findings:
 - a. The Board has read and considered the Mitigated Negative Declaration and finds on the basis of the whole record before it that there is no substantial evidence the proposed Project will have a significant effect on the environment;
 - b. That the Mitigated Negative Declaration reflects the Board's independent judgment and analysis;
 - c. That the Mitigated Negative Declaration was prepared and considered in accordance with the requirements of the California Environmental Quality Act;
 - d. The Planning, Building and Environmental Services Department (PBES) is the custodian of the records of the proceedings on which this decision is based with the records are located at 1195 Third Street, Suite 210, Napa, California 94559;
 - e. Considering the record, the Board finds as a whole there is no evidence that the Project will have a potential adverse effect on wildlife resources or habitat upon which the wildlife depends; and
 - f. The Board finds that the Initial Study/Mitigated Negative Declaration prepared and previously circulated for public comment on December 6, 2021, through January 10, 2022, is adequate, and adopts the Mitigated Negative Declaration and accompanying Mitigation Monitoring and Reporting Program for the Project.

Deputy Director of Public Works-Engineering Juan Arias and Engineering Manager Graham Wadsworth made presentation.

Discussion held.

One (1) person spoke during public comment.

Discussion held.

Motion Text: Approve staff recommended alignments and adoption of the Mitigated Negative Declaration along with the findings and being apprised of the negotiations with property owners.

Voting Yes: Pedroza, Wagenknecht, Dillon, Ramos, and Gregory

Corrections/Recusals: None

Result: Passed

12. SET MATTERS OR PUBLIC HEARING - SPECIAL DISTRICTS

None

13. SET MATTERS OR PUBLIC HEARINGS

None

14. LEGISLATIVE ITEMS

None

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

Supervisor Diane Dillon reported the Watershed Information & Conservation Council (WICC) received a presentation from Bay Adapt at their meeting last week, which brought up concerns of how sea level rise would affect Napa County. Supervisor Dillon also reported there was an emergency meeting last week of the California State Association of Counties (CSAC) Government Finance and Administration Policy Committee to discuss a potential 2022 ballot initiative that would make it extremely difficult, if not impossible, for counties to enact local taxes.

BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

Supervisor Brad Wagenknecht requested presentations from the following:

- 1. Bay Adapt regarding sea level rise; and**
- 2. California Medical Services Program (CMSP) regarding medical needs related to the California Affordable Care Act (ACA).**

Supervisor Alfredo Pedroza suggested he and Chair Ryan Gregory, as members of the Ad Hoc Fire Committee, provide an update regarding discussions on creating a sustainable funding stream for fire mitigation, prevention, and suppression.

16. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

None

17. CLOSED SESSION

A. CONFERENCE WITH REALPROPERTY NEGOTIATOR (Government Code Section 54956.8)

[22-271](#)

Property: Napa County Fairgrounds, Calistoga, California (APNs 011-140-006, 011-140-007, 011-140-056, 011-140-009, and 011-140-055)

Agency Negotiator: Minh C. Tran, County Executive Officer

Negotiating Parties: Napa County and City of Calistoga

Under Negotiation: ☒ Price ☒ Terms of Payment

No reportable action.

18. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS SPECIAL MEETING,
TUESDAY, FEBRUARY 8, 2022 AT 8:00 A.M.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board



A Tradition of Stewardship
A Commitment to Service

County Executive Office

1195 Third Street
Suite 310
Napa, CA 94559
www.co.napa.ca.us

Main: (707) 253-4421
Fax: (707) 253-4176

Minh C. Tran
County Executive Officer

ME M O R A N D U M

To: Board of Supervisors	From: Neha Hoskins
Date: February 7, 2022	Re: BOS Agenda for February 8, 2022 Item 3A

Corrections to update item number 8 on the September 14, 2021 minutes.

Please see attached for corrections.

Cc: Minh C. Tran
Thomas C. Zeleny
Neha Hoskins



Meeting Minutes

Napa County Board of Supervisors

Brad Wagenknecht, District 1
Ryan Gregory, District 2
Diane Dillon, District 3
Alfredo Pedroza, District 4
Belia Ramos, District 5

Minh C. Tran, County Executive Officer
Thomas C. Zeleny, Interim County Counsel
Neha Hoskins, Clerk of the Board

Tuesday, September 14, 2021

9:00 AM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

Special Meeting (Closed Session) - 8:00 AM

1. **CALL TO ORDER; ROLL CALL**

Present: Chair Alfredo Pedroza, Supervisors Brad Wagenknecht, Diane Dillon, Ryan Gregory, and Vice Chair Belia Ramos. The meeting was called to order by Chair Alfredo Pedroza.

2. **PLEDGE OF ALLEGIANCE**

Sheriff Ortiz led the assembly in the Pledge of Allegiance.

3. **APPROVAL OF MINUTES**

- A. Clerk of the Board requests approval of minutes from the following meetings:

[21-880](#)

Regular Meeting of Tuesday, January 5, 2021;
Regular Meeting of Tuesday, January 12, 2021;
Regular Meeting of Tuesday, January 26, 2021;
Regular Meetings of Tuesday, February 2, 2021;
Special Meeting of Tuesday, February 23, 2021;
Special Meeting of Tuesday, March 2, 2021;
Special Meeting of Thursday, March 4, 2021;
Regular Meeting of Tuesday, March 16, 2021;
Regular Meeting of Tuesday, March 23, 2021;
Regular Meeting of Tuesday, April 6, 2021;
Special Meeting of Tuesday, April 20, 2021; and
Regular Meeting of Tuesday, May 4, 2021.

Item removed from the agenda. Continued to September 28, 2021.

4. PRESENTATIONS AND COMMENDATIONS

- A. Presentation of a Proclamation to the Napa County Suicide Prevention Council (SPC), through SPC chair, Sarah O'Malley, HHSA Deputy Director-Mental Health Division, and SPC member, Jeni Olsen, Prevention Director at Mentis, declaring September 2021 "Suicide Prevention Month" in Napa County. [21-786](#)

Chair Alfredo Pedroza presented proclamation.

Suicide Prevention Council Chair Sarah O'Malley made presentation.

Suicide Prevention Council member Jeni Olsen made presentation.

- B. Presentation of a proclamation by Lindsay Stark, Deputy Director/Administrator of Alcohol and Drug Services, and Bill Chadwick, Chair of the Advisory Board on Alcohol and Drug, declaring September 2021 as "National Recovery Month" in Napa County. [21-811](#)

Deputy Director/Administrator of Alcohol and Drug Services Lindsey Stark presented proclamation.

Chair of the Advisory Board on Alcohol and Drug Bill Chadwick made presentation.

- C. Director of Human Resources to introduce new County employees. [21-832](#)

Item removed from the agenda. Continued to September 28, 2021.

5. DEPARTMENT HEAD REPORTS AND ANNOUNCEMENTS

Registrar of Voters John Tutuer gave report and updates on Election Day, provided updates on various vote centers available throughout the County, and gave information on the first public workshop for redistricting.

6. CONSENT ITEMS - SPECIAL DISTRICTS

None

7. CONSENT ITEMS

Motion Text: Approve the Consent Calendar as amended.

Voting Yes: Wagenknecht, Ramos, Dillon, Gregory and Pedroza

Excused: None

Corrections/Recusals: None

Result: Passed

Auditor-Controller

- A. Auditor-Controller requests adoption of a resolution establishing the Napa County tax rates for the Fiscal Year 2021-22 Secured Tax Roll. [21-837](#)

Enactment No: R-2021-101

County Counsel

- B. County Counsel requests approval of and authorization for the Chair to sign an agreement with Kaplan Kirsch Rockwell effective from August 11, 2021 through June 30, 2022, subject to two additional years of automatic renewals at the end of each fiscal year, for a maximum compensation of \$73,400 to provide legal advice and litigation services pertaining to the Oat Hill Multi-Family Residential Project proposed in the City of American Canyon. [21-831](#)

Item pulled for discussion. See Item 8.

Enactment No: A-220128B

County Executive Office

- C. County Executive Officer requests the following actions regarding the dissolution of the Napa Successor Agency subject to State Revenue and Taxation Code requirements: [21-740](#)

1. Approval of and authorization for the Chair to sign an agreement with City of Napa to jointly provide Backfill Payments to Napa Valley Unified School District and Napa County Office of Education to allow early dissolution; and
2. Adoption of a resolution authorizing the Auditor-Controller to disseminate the property taxes in accordance with the Agreement.

Enactment No: R-2021-102; A-220146B

- D. County Executive Officer recommends the following actions regarding the American Rescue Plan Act: [21-828](#)
1. Approve a Budget Transfer increasing appropriations in General Fund-County Executive Officer, Community Grants (Fund 1000, Org 1020000) totaling \$100,000 with offsetting transfer from American Rescue Plan Act revenue (Fund 2460, Org 1020050) (4/5 Vote Required); and
 2. Authorize the Chair to execute the first ARPA Community Investment Grant Agreement with Napa Valley Community Foundation for Emergency Rental Assistance Program navigation services totaling \$100,000. [21-840](#)

Item pulled for discussion. See Item 8.

- DI. County Executive Officer requests reappointment of Philip Husby and Michael Basayne to serve on the Napa County Assessment Appeals Board with terms to commence immediately and expire September 6, 2024.

County Fire Department

- F. County Executive Officer/Purchasing Agent and County Fire Chief requests the following: [21-814](#)
1. Declare certain capital asset vehicles as surplus and no longer required for public use;
 2. Authorize the Auditor-Controller to remove these surplus assets from the capital asset listing; and
 3. Authorize the sale of capital asset surplus vehicles at public auction (4/5 vote required).

Health and Human Services Agency

- G. Director of Health and Human Services requests approval of and authorization for the Chair to sign Revenue Agreement No. 210401B with the City and County of San Francisco Department of Public Health for a maximum of \$400,000 for the term July 1, 2021 through June 30, 2023 to carry out the California Home Visiting Program. [21-597](#)

Enactment No: A-210401B

- H. Director of Health and Human Services requests approval of and authorization for the Chair to sign the following agreements, each for the term July 1, 2021 through June 30, 2024 regarding the California Early Psychosis Learning Health Care Network collaborative: [21-614](#)
1. Agreement No. 220060B with Aldea, Inc. for a maximum of \$126,277 for participation in the University of California at Davis California Early Psychosis Learning Health Care Network; and
 2. Agreement No. 220080B with the University of California, Davis for a maximum of \$39,660 to lead the California Early Psychosis Learning Health Care Network Collaborative.

Enactment No: A-220060B; A-220080B

- I. Director of Health and Human Services requests adoption of a resolution approving the County's Mental Health Service Act Fiscal Year 2021-2022 Annual Update to the Three Year Plan for Fiscal Year 2020-2021 to Fiscal Year 2022-2023. [21-681](#)

Enactment No: R-2021-103

- J. Director of Health and Human Services requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 170822B with Aldea, Inc., increasing the amount by \$12,000 for a new maximum of \$202,792, amending Specific Terms and Conditions, the Scope of Work and Compensation exhibits for the provision of First Episode Psychosis (FEP) Treatment to Napa County residents ages 12 through 28 years of age. [21-724](#)

Enactment No: A-170822B Amend. 3

- K Director of Health and Human Services requests approval of and authorization for the Chair to: [21-726](#)
1. Terminate current Agreement No. 170922B with Rex Adamson as of September 14, 2021 and replace it with the new Agreement; and
 2. Sign a new Agreement No. 220100B with Rex Adamson, M.D. for an annual maximum of 9,000 for the term September 14, 2021 through June 30, 2022 and each automatic renewal thereof to provide medication services and conservatorship evaluations renewals for mental health clients referred by the County's Health and Human Services Agency.
- Enactment No: A-220100B**
- L Director of Health and Human Services requests approval of and authorization for the Chair to sign the renewal of Revenue Memorandum of Agreement No. 190007B with Reach Air Medical Services, LLC for a maximum of \$22,500 for the term July 1, 2021 through June 30, 2024 for reimbursement of oversight activities of emergency air ambulance services within Napa County. [21-730](#)
- Enactment No: A-190007B**
- M Director of Health and Human Services requests approval of and authorization for the Chair to sign Revenue Memorandum of Understanding No. 220102B with OLE Health for an annual maximum of \$25,636 for the term September 14, 2021 through December 31, 2023 for co-location of a Napa County employed Mental Health Counselor-Registered/Licensed at OLE Health for the purpose of improving access to mental health services. [21-735](#)
- Item pulled for discussion. See Item 8.**
- Enactment No: A-220102B**
- N Director of Health and Human Services requests approval of and authorization for the Chair to sign Amendment No. 2 to Agreement No. 200128B with Innovative Health Solutions (formerly Healthy Cooking With Kids, Inc.) increasing the maximum payable for Federal Fiscal Year 2020-2021 (October 1, 2020 through September 30, 2021) by \$10,000 for a new maximum of \$143,352, revising Specific Term and Condition 3.1(l), and amending the Compensation exhibit to incorporate a new budget to provide nutritional education to low income residents and coordinate a sugar-free beverages campaign. [21-741](#)
- Enactment No: A-200128B Amend. 2**

- O. Director of Health and Human Services requests approval of two resolutions related to the California Mental Health Services Authority (CalMHSA), a Joint Powers Authority, of which Napa County is a member: [21-757](#)
1. Adoption of a resolution authorizing an extension to the participation agreement for the State Hospitals Program and an extension of the contract with the Department of State Hospitals for state hospital beds;
 2. Adoption of a resolution authorizing Napa County's participation in CalMHSA's statewide Prevention and Early Intervention Program; and
 3. Authorize the Deputy Director of HHSA/Mental Health Director to continue acting as Napa County's representative on the CalMHSA Board of Directors and signing related memorandum of understanding, participation agreements, and amendments, related to Napa County's participation in this Joint Powers Authority.
- Enactment No: R-2021-104; R-2021-105** [21-763](#)
- P. Director of Health and Human Services requests approval of and authorization for the Chair to sign Agreement No. 220103B Acceptance of a Real-time Allotment Award from the California Department of Public Health Tuberculosis Control Branch in the amount of \$17,085 for the term July 1, 2021 through June 30, 2022 to fund tuberculosis prevention and control activities.
- Enactment No: A-220103B** [21-764](#)
- Q. Director of Health and Human Services requests approval of and authorization for the Chair to sign Revenue Agreement No. 220116B with Adventist Health, St. Helena for an annual maximum of \$30,000 for the term August 15, 2021 through August 14, 2022 with two additional renewal terms concluding August 14, 2024 for designation as a Stroke Receiving Center.
- Enactment No: A-220116B** [21-775](#)
- R. Director of Health and Human Services requests approval of and authorization for the Chair to sign Renewal Agreement No. 8559 with the California Department of Public Health for a term of three years after the latest signature date for privacy and security requirements of the California Reportable Disease Information Exchange (CalREDIE) System Data Use and Disclosure.
- Enactment No: A-8559**

- S. Director of Health and Human Services requests approval of and authorization for the Chair to: [21-790](#)
1. Terminate the current Agreement No. 170673B with Side by Side, Inc. for a maximum of \$650,000; and
 2. Sign a new Agreement No. 220092B with Side by Side, Inc. for a maximum of \$650,000 with the term commencing upon approval through June 30, 2022, with a provision for four annual renewals to provide Therapeutic Behavioral Services and Katie A services to Napa County clients.

Enactment No: A-220092B

Human Resources – Division of CEO’s Office

- T. Director of Human Resources requests adoption of a Resolution amending the Table and Index of Classes to reflect a salary increase for members of the Board of Supervisors, effective July 1, 2021, as authorized by Napa County Ordinance No. 1263. [21-845](#)

Correction Memorandum provided.

Enactment No: R-2021-106

- U. Director of Human Resources and Chief Probation Officer request the adoption of a Resolution amending the Departmental Allocation List for the Napa County Probation Department by extending the terms of four 1.0 FTE Deputy Probation Officer I/II's - Limited Term through June 30, 2022, with no net increase in full-time equivalents, and no impact to the General Fund. [21-858](#)

Enactment No: R-2021-107

Planning, Building and Environmental Services (PBES)

- V. Director of Planning, Building and Environmental Services requests approval of and authorization for the Chair to sign an agreement with Environmental Services Associates, Inc. (ESA), for a maximum of \$338,415 for the term August 24, 2021 through June 30, 2022 with an automatic rollover at the end of each fiscal year for up to two (2) additional one-year terms, for purposes of assisting to conduct an environmental analysis, in accordance with the California Environmental Quality Act (CEQA), of the proposed Inn at the Abbey project. [21-798](#)

Enactment No: A-220139B

Public Works

- W. Director of Public Works requests the following for the Silverado Trail Paving Phase L Project: [21-835](#)
1. Adoption of the resolution authorizing the Public Works Director or designee to sign the following California Department of Transportation (Caltrans) Program Supplement Agreements to administering Agency-State Agreement No 04-5921F57, RDS 20-04, Federal Project Number: STPL 5921 (083);
 2. Award of the contract to O.C. Jones & Sons, Inc. of Berkeley, California for their low base bid of \$1,264,275 with Additive Alternate No. 1 of \$74,000 (night work), for a total contract cost of \$1,338,275 and authorization for the Chair to sign the construction contract; and
 3. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$1,821,037 in the Measure T Non-Operating Special Revenue Fund (SRF) budget (Fund 2440, Org 1220053), to transfer to Program 20042 offset by use of its available fund balance of \$110,527 and additional \$1,710,510 as soon as next quarterly disbursement is available (October, 2021); and
 - b. Increase appropriations by \$1,821,037 in Program 20042 (Silverado Trail Phase L Project) budget offset by an increase in revenue from the transfer from the Measure T SRF budget.

Enactment No: R-2021-108

- X. Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220084B with Global Stabilization, LLC. increasing the amount by \$41,976 to a new maximum of \$324,876 and amending the scope of work to include application of EBS RA topical application (a "Fog Seal") on various completed paving projects. [21-836](#)

Enactment No: A-220084B Amend. 1

- Y. Director of Public Works requests authorization for the Chair to sign a Certificate of Acceptance of a Right of Way and Storm Drain Easement Deed from Nancy E. Reinke, trustee of the Nancy E. Reinke, Trustee of the Nancy E. Reinke 2006 Revocable Trust date May 8, 2006 to permanently accommodate a portion of the intersection of Buhman Avenue and Congress Valley Road as well as portions of the replacement Buhman Avenue Bridge, RDS 20-25 which is in construction. [21-843](#)

- Z. Director of Public Works requests the following actions regarding the Annual Roads Striping/Guardrail Project 2021: [21-846](#)
1. Approval to create a new Roads CIP Project for the Annual Roads Striping/ Guardrail Project 2021 (Fund 2040, Org 2040500, Project 22002); and
 2. Approval of Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriations by \$400,000 in the SB-1 Non-Operating Special Revenue Fund (SRF) budget (Fund 2440, Org 1220052) to transfer to Project 22002 offset by use of its available fund balance of \$116,940 and additional \$283,060 as soon as September disbursement is available; and
 - b. Increase appropriations by \$400,000 in Project 22002 budget offset by an increase in revenue from the transfer from the SB1 SRF budget.
- AA. Director of Public Works requests approval of the following: [21-847](#)
1. Declare certain capital asset vehicles as surplus, no longer required for public use, and approve disposal of capital assets by insurance;
 2. Authorize the Auditor-Controller to remove these surplus assets from the capital asset listing;
 3. Approval of a Budget Transfer increasing appropriations in the Vehicle Replacement (Fund 4100, Org 4102000) budget with offsetting revenue from insurance reimbursement (\$65,791) and use of available fund balance (\$11,209) (4/5 vote required); and
 4. Establishment of two capital assets in the amount of \$77,000 for the purchase of a Prius (\$37,000) and a Rav4 (\$40,000).
- AB. Director of Public Works requests approval of and authorization for the Chair to sign Amendment No. 4 to Agreement No. 6430 Memorandum of Understanding with the City of Napa for the County's use of the City's Material Diversion Facility to extend the preferred pricing arrangement to additional types of recyclable materials. [21-849](#)
- Enactment No: A-6430 Amend. 4**
- AC. Director of Public Works requests approval of the following actions regarding the purchase of paint sprayer: [21-863](#)
1. Approval of a Budget Transfer increasing appropriations in the Equipment Replacement - Roads (Fund 4100, Org 4101000) budget offset by use of available fund balance (4/5 Vote Required); and
 2. Establishment of one (1) capital asset in the amount of \$5,458.

Risk and Emergency Services (OES) – Division of CEO’s Office

[21-787](#)

AD. County Executive Officer/Director of Emergency Services requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 190210B with Wine Down Media, LLC for the term of July 1, 2021 through June 30, 2022 with an annual renewal to continue to provide Napa County residents with Napa County Rapid Alert Radio Efforts (“RARE”) program, and the addition of services to Public Health, Mental Health, Child Welfare Services and Alcohol and Drug Services. This increases the contract maximum by \$10,000 for a new maximum of \$43,000 per fiscal year.

Enactment No: A-190210B Amend. 1

Sheriff

[21-857](#)

AE. Sheriff requests the following actions:

1. Declare certain items of capital asset property as surplus and no longer required for public use;
2. Authorize removal of the capital assets from the Sheriff’s Office capital asset inventory;
3. Authorize e-waste disposal.

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

- 7B & 7D

Discussion held.

Motion Text:	Approve the requested actions.
Voting Yes:	Ramos, Dillon, Gregory, Wagenknecht and Pedroza
Corrections/Recusals:	None
Result:	Passed

- 7M **One (1) person spoke during public comment. Chair Pedroza and Supervisor Gregory recused themselves due to personal relationships with staff at OLE Health.**

Motion Text:	Approve the requested action.
Voting Yes:	Wagenknecht, Dillon, and Ramos
Corrections/Recusals:	Gregory and Pedroza.
Result:	Passed

9. PUBLIC COMMENT

Two (2) people spoke during public comment.

10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

Napa Berryessa Resort Improvement District

[21-834](#)

- A. District Engineer requests adoption of a resolution noticing intent to increase water and sewer rates, setting a public hearing for November 2, 2021, at 9:20 A.M. and authorizing mailing of notice of the proposed rate adjustments and the public hearing.

Engineering Manager Christopher Silke made presentation.

One (1) person spoke during public comment.

Motion Text: Adopt resolution.

Voting Yes: Gregory, Wagenknecht, Dillon, Ramos, and Pedroza

Corrections/Recusals: None

Result: Passed

Enactment No: R-2021-05 (NBRID)

11. ADMINISTRATIVE ITEMS

Public Works

[21-862](#)

- A. Director of Public Works requests direction to release a Request for Qualifications (RFQ) for an early fire sensing technology system.

Director of Public Works Steven Lederer made presentation.

Interim Fire Chief Jason Martin made presentation.

Discussion held.

Direction provided to staff.

12. SET TIME MATTERS OR PUBLIC HEARING - SPECIALDISTRICTS

None

13. SET MATTERS OR PUBLIC HEARINGS

County Executive Office

- A. SET MATTER 9:05 A.M. - 30 Minutes

[21-776](#)

Presentation by Dr. Karen Relucio, the County's Public Health Officer and discussion regarding the Coronavirus (COVID-19) situation, for Board direction and possible action.

Public Health Officer Dr. Karen Relucio made presentation.

Two (2) people spoke during public comment.

County Fire Department

- B. SET MATTER 9:30 AM - 15 Minutes

[21-623](#)

Presentation by Jason Martin, the Acting County Fire Chief and discussion regarding measures taken to prepare for the upcoming fire season, for Board direction and possible action.

Interim Fire Chief Jason Martin made Presentation.

Two (2) people spoke during public comment.

Public Works

C. SET MATTER 9:50 AM - 5 Minutes

[21-788](#)

Director of Public Works and Auditor-Controller request the following relating to the new budget unit, UVDS Franchise Fee:

1. Accept public testimony on the Fiscal Year 2021-22 budget with a total appropriation of \$158,000 in Fund 2182 Division 2182000; and
2. Continue for consideration September 21, 2021 at 9:30 a.m. for adoption of the recommended budget.

(4/5 vote required)

Director of Public Works Steven Lederer made presentation.

One (1) person spoke during public comment.

Motion Text: Continue to the next scheduled meeting.

Voting Yes: Gregory, Wagenknecht, Dillon, Ramos and Pedroza

Corrections/Recusals: None

Result: Passed

Health and Human Services Agency

D. SET MATTER 10:00 A.M. - 20 Minutes

[21-640](#)

Director of Health and Human Services requests approval of and authorization for the Chair to sign Agreement No. 220120B with American Medical Response West for the term December 31, 2021 through December 31, 2026 to provide exclusive emergency ambulance and non-emergency advanced life support transport services.

Emergency Medical Services Administrator Shaun Vincent made presentation.

Discussion held.

One (1) person spoke during public comment.

Motion Text: Approve requested action.

Voting Yes: Dillon, Wagenknecht, Gregory, Ramos and Pedroza

Corrections/Recusals: None.

Result: Passed

Enactment No: A-220120B

Planning, Building and Environmental Services (PBES)

[21-701](#)

E. SET MATTER 11:00 AM - 1 Hour

Director of Planning, Building and Environmental Services and County Counsel request that the Board take public comment and provide direction to staff on the proposed terms of a Development Agreement between the County and Meadowood Associates, a California Limited Partnership (together with its wholly owned subsidiary Meadowood Resort, LLC, a Delaware corporation) (hereafter referred to as Meadowood or the Applicant) for the purpose of rehabilitating the Meadowood Napa Valley resort and club (Meadowood Resort), which was substantially damaged and destroyed in the 2020 Glass Fire. The Development Agreement is being processed concurrently with the Applicant's pending request to modify Meadowood's Use Permit and request to approve a related Development Plan. The Meadowood Resort is located at 900 Meadowood Lane, St. Helena, California. The Napa Valley Reserve is located at 1030 Silverado Trail, St. Helena, California. The Meadowood Estate includes eleven contiguous legal parcels (Assessor's Parcel Numbers 025-080-032, -033, -034, -035, and -036 (Meadowood Resort) and, 025-110-049, -050, -064, -065, and -066 and 025-120-007 (The Napa Valley Reserve)).

Correction memorandum provided.

Director of Planning, Building, and Environmental Services David Morrison made presentation.

One (1) person spoke during public comment.

Discussion held.

Direction provided to staff.

Motion Text:	Approve requested actions.
Voting Yes:	Dillon, Gregory, Ramos, Wagenknecht and Pedroza
Corrections/Recusals:	None
Result:	Passed

F. PUBLIC HEARING 2:00 PM - 5 minutes (Benjamin Ranch Winery)

[21-669](#)

Consideration and possible action regarding an appeal filed by Michael Honig/Keep Rutherford Rural (Appellant) to a decision by the Napa County Planning Commission on May 19, 2021 to approve Use Permit Application No. P13-00371-UP submitted by Frank Family Vineyards, LLC (the Applicant) to establish a new winery known as the Benjamin Ranch Winery (the Winery) with related development on 8 acres of an approximately 85.1-acre project site. The property is located at 8895 Conn Creek Road, St. Helena and is assigned with Assessor's Parcel Numbers (APNs) 030-120-016 and 030-120-017.

(APPLICANT, APPELLANT AND STAFF REQUEST A CONTINUANCE TO NOVEMBER 16, 2021 AT 2:00 P.M.)

ENVIRONMENTAL DETERMINATION: According to the proposed Revised Mitigated Negative Declaration, revised to reflect the amended use permit project scope, the proposed project would not have any potentially significant environmental impacts with incorporation of mitigation measures pertaining to Biological Resources and Transportation. The project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.

CONTINUANCE TO NOVEMBER 16, 2021 AT 2:00 P.M.

Motion Text:	To continue item to November 16, 2021 at 2 PM.
Voting Yes:	Ramos, Wagenknecht, Dillon, Gregory and Pedroza
Corrections/Recusals:	None
Result:	Passed

14. LEGISLATIVE ITEMS

Supervisor Diane Dillon reported there were a couple of finished bills by State Senator Dodd, one of which is to make Public Safety Power Shutoffs (PSPS) emergency events, which could provide reimbursement to the County.

15. BOARD OF SUPERVISORS COMMITTEE REPORTS AND ANNOUNCEMENTS

Supervisor Diane Dillon reported the following:

Sonoma County Supervisor James Gore reached out to her regarding having a tri-county/quad-county/bi-county discussion about fire prevention techniques, especially with regard to the FEMA Building Resilient Infrastructure and Communities (BRIC) grants, and doing something area-specific but with overlapping regions;

Attending a panel discussion on fire emergencies last month in Sonoma County sponsored by U.S. Senator Alex Padilla, which was also attended by Interim Fire Chief Jason Martin; Pacific Gas & Electric (PG&E) installed a climate-friendly generator to replace a typical generator in Angwin, and the issue of the "fast trip" safety feature that causes electrical outages is being reviewed; and

The California State Association of Counties (CSAC) Government Finance Committee met to discuss retirement issues, the discount with CalPERS and various related issues.

Vice Chair Belia Ramos reported the Association of Bay Area Governments (ABAG) Executive Committee will be taking up Regional Housing Needs Allocation (RHNA) appeals on September 24, 2021. There will be five consecutive hearings to hear all 28 jurisdictional appeals. Should there be any approvals of those appeals, the disputed number of housing units will be reallocated through the region.

Chair Alfredo Pedroza reported on attending a Napa Valley Transportation Authority (NVRTA) retreat with Vice Chair Belia Ramos on September 13, 2021 wherein the main topic of discussion was the possibility of extending the Measure T tax to further support infrastructure, such as roads and other capital improvement projects. Chair Pedroza also reported the County hosted the governor-elect from Baja, California, which has a wine region named Valle de Guadalupe that they would like to make into a world renown wine region and they look to Napa Valley as an example. They met with the Napa Valley Vintners and their President and CEO Linda Reiff, and State Senators Bill Dodd and Ben Hueso were also present.

Supervisor Ryan Gregory reported the Ad Hoc Fire Committee hasn't met for a few weeks but they will be meeting this Thursday, August 26, 2021. The Committee has been discussing a potential sales tax with the help of a County-hired consultant, and they also discussed checking in on the Community Wildfire Protection Plan (CWPP) and the County's firefighting helicopter and how many trips it has made.

16. BOARD OF SUPERVISORS FUTURE AGENDA ITEMS

Vice Chair Belia Ramos requested the following:

Discussion on partnering with the regional nonprofit All Homes on homeless prevention strategies; and

Revisiting an ordinance that pertains to Board of Supervisors salaries and to have something that is reflective of current times. County Executive Officer Minh C. Tran responded the item would be brought back within two Board meetings, at which time staff will present to the Board and seek direction. If there is direction from the majority of the Board, the item would be brought back again at a future meeting.

17. COUNTY EXECUTIVE OFFICER REPORTS AND ANNOUNCEMENTS

None

18. CLOSED SESSION

- A. 8:00 AM Special Meeting - Closed Session [21-628](#)
PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government
Code Section 54957)
Title: Public Defender

No reportable action.

- B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED [21-797](#)
LITIGATION
Significant exposure to litigation pursuant to Government Code Section
54956.9(d)(2). (1 Case)

No reportable action.

- C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR(Government [21-819](#)
Code Section 54956.8)
Property: Napa County Airport, Napa, California (APN 057-050-009)
Agency Negotiator: Minh C. Tran, County Executive Officer
Negotiating Parties: Napa County and Lynx FBO Enterprise, LLC
Under Negotiation: [X] Price [X] Terms of Payment

No reportable action.

- D. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [21-881](#)
(Government Code Section 54956.9(d)(1))

Names of cases:

1. David Wesner v. Napa County, NCSC #26-59313 and California Court of Appeal #A162794
2. Gregory Peck v. HUD, et al., US District Court, Utah #2:20-cv-00321
3. Guillermo Garcia-Casillas v. Napa County, NCSC #19CV001679
4. Donald and Marie Loeber v. Napa County, NCSC #19CV000359
5. Marc and Makena Golick v. Napa County, NCSC #19CV000350
6. Thezzanica & Tryztan Sunga v. County of Napa, NCSC#19CV000746
7. Xezakia Rouse v. Napa County et al., US District Court #C20-06068
WHA
8. Xezakia Rouse v. Abernethy, Pending - US District Court (New Case) -
Claim #20-215; US District Court # 3:21-cv-05708
9. Christine San Fillipo v. Napa County, NCSC #20CV001343
10. Denise Sanchez v. Weeks, NCSC #21CV000455
11. Juan Garcia, Deceased v. Napa County, US District Court
#4:21-cv-03519
12. Virginia Johansen v. Napa County, US District Court #4:21-cv-01892
DMR

No reportable action.

- E. CONFERENCE WITH REALPROPERTY NEGOTIATOR (Government Code Section 54956.8) [21-883](#)
Property: 2344 Old Sonoma Road, Napa, California
Agency Negotiator: Steve Lederer, Director of Public Works
Negotiating Parties: Napa County and Napa Community Real Estate Fund, LP
Under Negotiation: ☒ Price ☒ Terms of Payment
No reportable action.

- .F. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION [21-889](#)
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4):
(1 Case)
No reportable action.

19. ADJOURNMENT
**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING,
TUESDAY, SEPTEMBER 21, 2021 AT 9:00 A.M.**
Neha Hoskins (By e-signature)
NEHA HOSKINS, Clerk of the Board



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-259

TO: Board of Supervisors
FROM: Christine Briceno - Director of Human Resources
REPORT BY: Jeanette Perry - Human Resources Service Specialist
SUBJECT: Introduction of New Employees

RECOMMENDATION

Director of Human Resources to introduce new County employees.

EXECUTIVE SUMMARY

Offered once a month, this presentation includes an introduction of the previous month's newly hired employees to the Board.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: N/A

BACKGROUND AND DISCUSSION

New Napa County employees participate in New Hire Enrollment with Human Resources staff on their first day. The new employees complete required paperwork, fingerprinting, safety training, and technology training. Today's introduction to the Board of Supervisors typically occurs in the second month of employment, and offers new employees the opportunity to meet the Board in-person.



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 21-1417

TO: Governing Board of the Lake Berryessa Resort Improvement District
FROM: Christopher M. Silke, District Engineer
REPORT BY: Christopher M. Silke, District Engineer
SUBJECT: Grant Subaward for Water & Wastewater Infrastructure Projects

RECOMMENDATION

District Engineer requests approval of the following actions related to American Rescue Plan Act (ARPA) grant funding:

1. Approval of and authorization for the District Engineer to sign an Agreement with the Lake Berryessa Resort Improvement District for the term February 8, 2022 to December 31, 2026 for a maximum of \$1,350,000 to finance critical water and wastewater infrastructure projects;
2. Approval to create Capital Improvement Projects in Lake Berryessa Resort Improvement District budget for Water Treatment Plant Upgrades (Fund 5220, Organization 5220500, Project 22013), Lift Station A Sewer Tank Replacement (Fund 5220, Organization 5220500, Project 22014), Water Treatment Plant Generator Replacement (Fund 5220, Organization 5220500, Project 22015) and SCADA System Updates (Fund 5220, Organization 5220500, Project 22016) (4/5 vote required); and
3. Approval of Budget Transfer for the following increasing appropriations by \$150,000 for Water Treatment Plant Upgrades project budget (Project 22013), \$800,000 for Lift Station A Sewer Tank Replacement project budget (Project 22014), \$100,000 for Water Treatment Plant Generator Replacement project budget (Project 22015) and \$300,000 for SCADA System Updates project budget (Project 22016) offset by transfer in from COVID-19 ARPA budget. (4/5 vote required)

EXECUTIVE SUMMARY

Federal financial assistance for the Covid-19 pandemic and economic stimulus was approved the legislative branch and signed into law by the President in March 2021. The bill contained funding provisions to support public water and sewer utility capital improvement projects. The District has identified four (4) capital improvement projects at water treatment plant and sewer collection facilities essential to maintaining compliance with operating permits. Upgrades to the water treatment plant will replace air compressors, a

refrigerated dryer, process piping and supports. The 91,000-gallon bolted steel sewer equalization tank at Lift Station A is approaching 20 years in service. Pit corrosion around the wall perimeter has become extensive the past two years. A Supervisory Control and Data Acquisition (SCADA) that monitors and controls automated operations of the utilities has outdated hardware and software. A 200 kW standby generator has over 2,000 run-time hours providing power during storm, wildfire & PSPS outages. The diesel engine is showing signs of stress and nearing the end of its useful life cycle. Larger load capacity generators are nearly one year from date of order. Project funds would replace the unit in late fall 2022 after rainfall ends PG&E PPS events. All of the planned wastewater projects conform to ARPA eligibility criteria.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	The items are not currently budgeted. Approval of the budget transfer will establish appropriations totaling \$1,350,000 for four (4) water and wastewater projects with offsetting revenue from the ARPA Grant.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Short-lived fixed utility assets are at the end of their life cycle. Compressed air equipment and piping is vital to the membrane filtration process. Lift Station A sewer tank is corroding at an accelerated rate from hydrogen sulfide gas. SCADA computer system and network is obsolete. Alarm alerts are not communicated regularly over AT&T T-1 lines. Reliable standby power to maintain operations at the water treatment plant and convey sanitary sewer flows is essential to permit compliance.
Is the general fund affected?	No
Future fiscal impact:	Grant funding must be expended by 2026. Staff will include the project in recommended annual budgets until they are completed.
Consequences if not approved:	Increased risk of sewer spills into the environment. Central Valley Regional Water Quality Control Board could take enforcement action and impose penalties. Potable water delivery and public fire protection could be compromised.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This activity is categorically exempt from CEQA as the repair or maintenance of existing facilities involving negligible or no expansion of existing or former use, pursuant to CEQA Guidelines section 15301.

BACKGROUND AND DISCUSSION

The President authorized the American Rescue Plan Act (ARPA) in March 2021 to allocate \$1.9 trillion in

stimulus monies across a variety of programs. Of the total, \$350 billion is allocated to state, local, territorial and Tribal governments to enable them to continue to support the public health response and to lay the foundation for a strong and equitable economic recovery. The U.S. Department of the Treasury released Final Interim Rule regulations on May 10, 2021 defining eligible use of ARPA monies that includes investments into water and sewer utility infrastructure. Local Fiscal Recovery (LFR) funds must be obligated by December 31, 2024 with projects completed no later than December 31, 2026. The County of Napa has received \$26,755,157 for ARPA appropriations.

According to Final Rule guidelines water and sewer utility projects that would qualify for funding under the Safe Drinking Water and Clean Water Act Programs are deemed as eligible under ARPA. The District has three (3) high priority sewer projects that satisfy ARPA and CWSRF funding criteria. Listed below are the project titles, description, scope of work and proposed budgets:

1. Water Treatment Plant Upgrades - Demolish and replace process air compressors, refrigerated air dryer, add cross-flow ventilation, small pipe, metal door, protective coatings. Move chemicals to outdoor storage. Construct process upgrades per plans and specifications. Project budget - \$150,000.
2. Sewer Lift Station A Tank Demolition and Replacement - Coatings on the tank interior are deteriorating rapidly with pit corrosion emerging through steel wall panels in the past year. Seep stains are evident on the outside surfaces when the tank has filled. The metal roof dome is exhibiting corrosion attack from sewer gases. Replace bolted steel tank with reinforced concrete structure or similar steel tank of equal storage capacity. A new tank is critical to prevent raw sewerage spills into nearby Putah Creek prompting regulatory enforcement action by Central Valley Regional Water Quality Control Board. Solicit Engineering Consultant RFP for design, bid and construction administration professional services. Prepare plans and specifications to bid the construction and demolition work. File CEQA Notice of Determination Form and Supplements with Napa County PBES. Record Notice of Categorical Exemption, Class 1, Section 15301. Construct, inspect, hydrostatic test and activate new wastewater tank. Project budget - \$800,000.
3. SCADA System Updates - Over the past ten (10) years pump stations, treatment and water storage tanks have been integrated into the Rockwell Factory Talk Human Machine Interface (HMI) platform. While functional, the older generation HMI software does not provide advanced level of automation, remote control, alarm alerts, sufficient network speed, trend charts and dependability needed by the District in a more stringent regulatory environment. New mobile SCADA platforms will feature remote access to the SCADA terminal during wildfires and winter storms when AT&T landlines are experiencing outages. Drinking water, clean water, environmental and regulatory permit compliance are integral to real-time data retention and reports. Project budget - \$300,000.
4. Water Treatment Plant Standby Generator Replacement - The existing generator provides emergency power to the water treatment plant and associated pump operations, as well as to the District's central sewer lift station (Station A) and one ancillary lift station (Station E). Standby power at this location is essential to maintaining

both water and sewer service during scheduled PG&E Public Safety Power Shutdowns, emergencies (e.g. wildfires and storms), or when PG&E power is unstable. Project budget - \$100,000.

District Engineer requests approval for ARPA appropriations and budget transfers to support project expenses. This item is contingent upon approval of Board of Supervisor's Item 11A which includes the corresponding Transfer Out of ARPA funds.

NAPA COUNTY AGREEMENT NO. 220246B

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT
AGREEMENT NO. 220246B**

**MEMORANDUM OF UNDERSTANDING
FOR RECEIPT OF FUNDS PURSUANT TO THE AMERICAN RESCUE PLAN ACT**

(Lake Berryessa Resort Improvement District Infrastructure Projects)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between Napa County, a political subdivision of the State of California (“County”), and Lake Berryessa Resort Improvement District, a special district of the State of California (“District”).

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, establishing the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, County has received funds from the federal government through ARPA and the SLFRF program; and

WHEREAS, statutory eligible uses of an SLFRF award include making necessary investments in water and sewer infrastructure; and

WHEREAS, District is a local water and sewer service provider with pending infrastructure projects needed to continue providing reliable service, as further described in Exhibit “A” to this MOU; and

WHEREAS, County is willing to provide ARPA funds to be used towards the infrastructure projects in an amount of up to one million, three hundred and fifty thousand dollars (\$1,350,000);

NOW, THEREFORE, in consideration of the foregoing and other consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Term. This MOU shall become effective on the date of the last signature below and shall expire on December 31, 2026, unless terminated earlier in accordance with this MOU.

2. Transfer of ARPA Funds. County agrees and hereby directs the Auditor-Controller to issue and deliver to District the amount of One Million Three Hundred and Fifty

Thousand Dollars (\$1,350,000) in ARPA funds upon written request from District. County is not obligated to provide any funds to District that are not ARPA funds, and County's obligation is contingent on there being sufficient ARPA funds available to County.

3. Use of Funds by District. District shall use all ARPA funds provided under this MOU solely and exclusively for the water and sewer infrastructure projects as generally described in Exhibit A (the "Projects"). District must complete the Projects no later than December 31, 2026. County does not warrant that the funds provided under this MOU are sufficient to complete the Projects, and District shall complete the Projects whether or not the funding provided by County is enough to cover the entire cost. If District completes the Projects without spending all the ARPA funds, or has not fully expended the ARPA funds by the date of expiration or other termination of this MOU, then District shall return to County the remaining unspent funds within thirty (30) days afterwards unless otherwise agreed by the parties.

4. Project Review by County. District shall submit, and County shall review, all contract documents involving the construction and implementation phases of the Projects, and any modifications to the Projects, to ensure ARPA funding eligibility and reasonableness of costs. All such contract documents are subject to the approval of the County, which shall not be unreasonably withheld or conditioned. Any alterations to the Projects must maintain eligibility for ARPA funding.

5. Return of Funds. If District fails to fulfill in a timely and proper manner District's obligations under this MOU or otherwise breaches this MOU or fails to complete the Projects in a timely fashion, District shall return to County all unspent ARPA funds upon written demand by the County Executive Officer. If District uses any portion of the grant funds provided under this MOU for a purpose other than the Projects, District shall reimburse County the portion of such grant funds not used for the Projects upon written demand by the County Executive Officer. District shall return or reimburse County within thirty (30) days of receipt by District of written demand from County, and shall include any interest earned thereon by District. Return of grant funds under this paragraph shall be in addition to any other remedies available to County by law.

6. Compliance with Funding Requirements. District shall comply with all federal and state laws, regulations, and requirements associated with the receipt of ARPA funds and the SLFRF Program, including but not limited to competitive bidding, prevailing wages, award of contracts, record keeping, reporting, and any other requirements as may be set forth in the Compliance and Reporting Guidance manual for the SLFRF Program issued by the United States Department of the Treasury on June 24, 2021, as may amended from time to time, and the ARPA Interim Final Rule found at Part 35 of Title 31 of the Code of Federal Regulations, both of which are hereby incorporated by reference as if fully set forth herein.

7. Termination. This MOU may be terminated by County for any reason and at any time by giving thirty (30) days prior written notice of such termination to District. County hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this MOU on behalf of County for the convenience of County.

Termination shall relieve District of any further obligation under this MOU, other than the return of unused grant funds and any other obligations of District that accrued prior to the effective date of termination.

8. Access to Records/Retention. County shall have access to any books, documents, papers, and records of District which are related to this MOU or the Projects for the purpose of confirming compliance with this MOU or as may be required by federal or state authorities. Except where longer retention is required by any federal or state law, District shall maintain all records related to this MOU for at least five (5) years after the expiration or termination of this MOU, and this obligation shall hereby survive the expiration or termination of this MOU.

9. Third Party Beneficiaries. Nothing contained in this MOU shall be construed to create any rights in third parties and the parties do not intend to create such rights, except such rights of the federal and state governments as may be required as a condition of the receipt of ARPA funds or the SLFRF Program.

10. Severability. If any provision of this MOU is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

11. Amendment of Agreement. This MOU may only be amended or modified by mutual agreement of the parties, in writing and signed by both parties.

12. Entirety of Contract. This MOU constitutes the entire agreement between the parties relating to the subject of this MOU and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

13. Counterparts. This MOU may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, this MOU is executed by Napa County, acting by and through its County Executive Officer as authorized by the Board of Supervisors on February 8, 2022, and by the Lake Berryessa Resort Improvement District, acting by and through its District Engineer as authorized by its Governing Board on February 8, 2022.

LAKE BERRYESSA RESORT IMPROVEMENT
DISTRICT, a special district of the State of California

By: _____
CHRISTOPHER M. SILKE, District Engineer

NAPA COUNTY, a political subdivision of
the State of California

By: _____
MINH C. TRAN, County Executive Officer

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Interim County Counsel Date: <u>February 7, 2022</u>	APPROVED BY THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT Date: _____ Processed By: _____ Deputy Secretary of the District	ATTEST: NEHA HOSKINS Secretary of the District By: _____
---	---	--

APPROVED AS TO FORM Office of County Counsel By: _____ Deputy County Counsel Date: _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A

Lake Berryessa Resort Improvement District Infrastructure Upgrade Projects

Project Descriptions

1. Water Treatment Plant Upgrades – Demolish and replace process air compressors, refrigerated air dryer, add cross-flow ventilation, small pipe, metal door, protective coatings. Move chemicals to outdoor storage. Construct process upgrades.
2. Sewer Lift Station A Tank Demolition and Replacement – Demolish and replace the Sewer Lift Station Tank A. Replace the bolted steel tank with a reinforced concrete structure or similar steel tank of equal storage capacity that resists deterioration, pit corrosion, seepage, and corrosion attack from sewer gasses. A new tank is critical to prevent raw sewerage spills into nearby Putah Creek prompting regulatory enforcement action by Central Valley Regional Water Quality Control Board. Solicit Engineering Consultant RFP for design, bid, and construction administration professional services. Prepare plans and specifications to bid the construction and demolition work. File CEQA Notice of Determination Form and Supplements with Napa County PBES. Record Notice of Categorical Exemption, Class 1, Section 15301. Construct, inspect, hydrostatic test, and activate new wastewater tank.
3. SCADA System Updates – Over the past ten (10) years pump stations, treatment and water storage tanks have been integrated into the Rockwell Factory Talk Human Machine Interface (HMI) platform. While functional, the older generation HMI software does not provide advanced level of automation, remote control, alarm alerts, sufficient network speed, trend charts, and dependability needed by the District in a more stringent regulatory environment. New mobile Supervisory Control and Data Acquisition (SCADA) platforms shall be installed and feature remote access to the SCADA terminal during wildfires and winter storms when AT&T landlines are experiencing outages. Drinking water, clean water, environmental, and regulatory permit compliance are integral to real-time data retention and reports.
4. Water Treatment Plant Standby Generator Replacement - A standby generator shall be replaced at the Water Treatment Plant. The existing generator provides emergency power to the water treatment plant and associated pump operations, as well as to the District's central sewer lift station (Station A) and ancillary lift station (Station E). Standby power at this location is essential to maintaining both water and sewer service during scheduled PG&E Public Safety Power Shutdowns, emergencies (e.g. wildfires and storms), or when PG&E power is unstable.

Project Budgets

1. Water Treatment Plant Upgrades - \$150,000
2. Sewer Lift Station A Tank Demolition and Replacement - \$800,000
3. SCADA System Updates - \$300,000
4. Water Treatment Plant Standby Generator Replacement - \$100,000

Project Justification

All four (4) water and sewer infrastructure projects will benefit public health and safety for Berryessa Estates residents.

ARPA Project Appropriations Total: \$1,350,000



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-274

TO: Board of Supervisors
FROM: Minh C. Tran, County Executive Officer
REPORT BY: Neha Hoskins, Clerk of the Board
SUBJECT: Appointment to the Monticello Public Cemetery District

RECOMMENDATION

County Executive Officer requests consideration of the following applicants, Patrick Scribner Jr. and Cynthia Gosling, to fill one vacancy on the Monticello Public Cemetery District Advisory Committee with the term of office to commence immediately and expire December 31, 2024.

EXECUTIVE SUMMARY

There is currently one vacancy on the Monticello Public Cemetery District Advisory Committee due to a vacancy. The County Executive Office advertised the vacancy and received two applications from Patrick Scribner Jr. and Cynthia Gosling.

PROCEDURAL REQUIREMENTS

1. Staff Reports.
2. Public Comments.
3. Motion, second, discussion and vote on the item.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

On February 19, 2002, the Napa County Board of Supervisors, sitting as the Board of Trustees of the Monticello Public Cemetery District (MPCD), adopted Resolution No. 02-31 disbanding the Cemetery Advisory Committee that had been in existence for fifteen years and had no established term limits. The Resolution also amended the Napa County Policy Manual to add Part II, Section 25, establishing the creation of, and operational rules for, the MPCD Advisory Committee.

The functions of the MPCD Advisory Committee per section 2.2.1.2 of the Bylaws, Policy and Procedures Manual adopted by the Board of Trustees in April 2006 and amended by MPCD Resolution 2011-01 on June 14, 2011 include the following:

The functions of the MPCD Advisory Committee per section 2.2.1.2 of the Bylaws, Policy and Procedures Manual adopted by the Board of Trustees in April 2006 and amended by MPCD Resolution 2011-01 on June 14, 2011 include the following:

1. Develop recommendations to the Board regarding the type, extent and level of services to be provided and financed by the District;
2. Develop recommendations to the Board for the establishment or revision of policies to be utilized within the District;
3. Develop recommendations to the Board on establishment and/or modification of rates, fees, and other charges to be imposed by the District;
4. Review and make recommendations to the Board regarding the annual budget for the District; and
5. Develop recommendations to the Board on any other matters pertaining to the District, upon request by the Board.

According to the bylaws, in order to qualify to serve on the MPCD Advisory Committee applicants must:

- Be residents of the District;
- Be owners of property within the boundaries of the District, as determined by the last Assessor's tax roll; or
- Be owners of plots within the Monticello Public Cemetery District, including those persons described in Sections 9060, 9061 and 9062 of the California Health and Safety Code.

Staff is requesting to accept the recommendation of the Monticello Public Cemetery District (MPCD) and appoint Patrick Scribner Jr. to fill one vacancy on the MPCD Advisory Committee.

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Montezuma Public Cemetery District Advisory Committee: Submitted

Category of Membership for Which You Are Applying

Full member

Profile

Cynthia

First Name

Gosling

Middle Initial

Last Name

Email Address

Home Address

State or Zip

City

CA

State

Postal Code

Which supervisorial district do you reside in? *

☒ District 3

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.

Primary Phone

Opus One W nery
mployer

DTC/eCommerce
Job i le

Coord nator
Occupation

Education/Experience

[https://www. nked n.com/ n/cynth a-gos ng-12330110/](https://www.nakedn.com/n/cynthia-gosling-12330110/)

Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

Resume

[C_Gos ng Resume.pdf](#)

Upload a Resume

Letter Recommendation or Supplemental
Attachments

Professional or occupational license, date of issue, and expiration including status

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Community Participation

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

Regarding my father, George Gos ng, am related to over 50% of the families that lived in Mont ce o so very related to the cemetery. The family have had Memorial Event every year for as long as I can remember and all are interested in the cemetery. As I have moved back to Napa County would be willing to help provide support for the cemetery.

Nature of activity and community location

Other County Board/Commission/Committee on Which You Serve/Have Served

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

Electronic Signature Agreement

I declare under penalty of perjury that the foregoing is true and correct.

☒ Yes ☐ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

Electronic Signature (First M. Last)

Cynth a Gos ng

Date

1/18/2022

CYNTHIA GOSLING



Creative and experienced communication and marketing professional skilled in balancing critical analysis and flexible thinking to work through challenges, achieve objective and drive results.

FUNCTIONAL EXPERTISE

Product marketing communication content | Integrated program management | Strategic planning | Vendor relations | Partner development project leadership | Event management | Budget planning and management | Data analysis | Visual design | Public speaking | Education content development and delivery

EMPLOYMENT HISTORY

Opus One Winery:

4/2018 - current

eCommerce/Direct to Consumer

- Daily review and finalizing completion regarding order issues including quarantine and potential fraud.
- Included in marketing campaign planning, data analysis and events (virtual and physical)
- Direct customer service and contact – work closely with Guest Relations, Direct Marketing, Shipping team and Accounting

Nelson Staffing:

Napa Valley College *4/2017 -4/2018*

- Office of Academic Affairs - Project Coordinator; Executive Assistant
- Academic Senate - Administrative Coordinator
- President's Office - Interim Executive Coordinator; Liaison to Board of Trustees

Opus One Winery *4/2016 – 4/2017*

eCommerce/Fraud Detection

- Domestic and international website and phone order authentication and processing. Fraud order detection and investigation. *Prevented over \$250,000 of fraudulent orders initially from being processed on website.*

Greater Trinidad Chamber of Commerce

2/2015 – 4/2016

Executive Director

- Manage day to day operations including meeting facilitation and membership development. Maintain and grow relationship with area businesses and organization to promote membership, increase business networking and growth opportunities
- Event coordination and communication
- Oversee communication to membership including monthly newsletter, website and social media venues
- With Board of Directors develop and execute plans for promoting area and local businesses through tourism

Consultant

10/2013 – 12/2016

Konawalic Design – marketing planning and content development

Westerly Marketing – messaging, marketing communication planning and content creation, process planning

Thirdbridge (Cognolink) – messaging review and validation, IT investment research

Ferndale Museum – collection management and computerization

Clarke Historical Museum – exhibit research

IBM Corporation

7/2002 – 7/2013

Global Market Segment Manager, Cloud Solutions on Power Systems *2/2012 – 7/2013*

Systems and Technology Group.

Used global understanding of market and portfolio offerings to recommend attractive and addressable market segments in geographies. Met or exceeded targets every quarter.

- Led development of global marketing strategy and implementation of integrated marketing program for solution portfolio
- Created overall portfolio/product messaging in alignment with brand messaging and go-to market plans to create and capture value. Worked with geography teams to localized plans and value messaging
- Content development and education for successful integrated product launches and announcements
- Led development of marketing assets to support campaigns and events including videos, white papers, analyst papers, blogs, e-books, webinars, education content, and video debates. *Appointed as team contact for all creative agency/event vendor relations.*

- Drove Go-to-Market plans across teams including Product Development, Demand Generation, Analyst Relations, Business Partners, Public Relations, Education, Enablement and Events.
- Assessed activities using Key Performance Indicators, response analysis, web metrics and pipeline review and made change recommendations.
- Budget development and expense controls
- Traveled worldwide as requested education/enablement speaker for sales teams and business partners

Global Solutions Marketing Manager – Cloud 2/2011 – 2/2012

Smarter Computing Initiative

Recruited as core member of a small team to launch IBM's strategic Smarter Computing initiative. Received recognition and numerous awards for highly successful launch and best of breed presentation.

- Developed IBM's Smarter Computing messaging and positioning for private enterprise cloud computing. Created executive communications, client, and education presentations, managed event presence and assets
- Wrote messaging and portfolio alignments guides used across corporation
- Co-created cross organization communication plan. Wrote content and managed creative vendor deliverables

Marketing Communication, Events and Enablement – Software Group 7/2002 – 2/2011

Communication and Content Management:

- Lead editor for monthly and quarterly internal newsletters and executive communications. Web and print format.
- Designed, created, and managed web based single source repository for overall portfolio assets and sub repositories for brands and products.
- User interface design and content subject matter expert for mobile apps and web
- Managed customer reference/case study program for portfolio across five software brands and one division. Stickler for telling absolute best story while ensuring message alignment and content integrity. *Developed and implemented efficient process for creating multiple assets from single interview which became used by all case study teams.*

Education and Enablement:

- Teamed across software brands to create quarterly inside sales enablement schedule across geographies. Worked with sales and marketing executives to prioritize topics. *Created best-of-breed enablement template which became used for all internal sales enablement sessions.*
- Content owner for Top Gun sales enablement courses

Event Management:

- Content point person for multi day annual brand sales kick off. Created content including motivational videos and executive presentations
- Portfolio lead for conference/trade show presence including logistics, staffing and content, executive schedules, and client hospitality

Informix Software (purchased by IBM 7/2002)

7/2000 – 7/2002

Events Manager

- Lead for companywide worldwide multi-day annual education conferences and annual sales quota reward events. Organizational point person for all vendors. Cross organization and vendor communication and status.
- Events lead for division. Responsible for group presence at industry trade shows, conferences, and roadshows. Coordinated content, staffing and managed logistics. Traveled with roadshows for logistics and as speaker.

EDUCATION

Continuing Professional Education and Certifications:

Napa Valley College Project Management Fundamentals Certification

IBM

- Sales Top Gun
- Leading at IBM (*management training requiring director nominations and VP approval*)

SiriusDecisions Marketing Professional Certifications:

- Essentials of Product Marketing
- Understanding Pipeline Acceleration
- Integrated Campaign Planning

University of the Arts. Philadelphia, Pennsylvania
Master of Fine Arts: Museum Exhibition Planning and Design

University of the Pacific. Stockton, California
Bachelor of Arts: Art History / Business Administration

Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

Form 700 Conflict of Interest Code

[California Fair Political Practices Website](#)

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

Which Boards would you like to apply for?

Monticello Public Cemetery District Advisory Committee: Submitted

Category of Membership for Which You Are Applying

Full member

Profile

Patrick

First Name

J

Middle Initial

Scribner

Last Name


Email Address


Home Address

Suite or Apt

Esparto

City

CA

State


95627

Postal Code

Which supervisorial district do you reside in? *

☒ District 3

To find your supervisorial district go to <https://www.countyofnapa.org/2051/Find-my-supervisor-and-district> and enter your address.


Primary Phone

Premier Diesel

Employer

Diesel Mechanic

Job Title

Mechanic

Occupation

Education/Experience

High school.

Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)

N/A

Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

Professional or occupational license, date of issue, and expiration including status

References: Provide names and phone numbers of 3 individuals who are familiar with your background.

Community Participation

Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.

My family is all buried in Monticello cemetery. Would like to help as much as I can with any types of projects there. I feel like I can contribute by having a helping hand and learning the ways of what it takes to maintain to better the cemetery. Its a piece of home for me.

Nature of activity and community location

Other County Board/Commission/Committee on Which You Serve/Have Served

None

Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)

none

Electronic Signature Agreement

I declare under penalty of perjury that the foregoing is true and correct.

☒ Yes ☐ No

Please Agree with the Following Statement

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I Agree

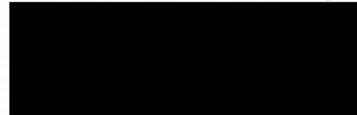
Electronic Signature (First M. Last)

Patrick J Scribner

Date

12/28/2021

Daniel McQueeney



January 31, 2022

Napa County Board of Trustees
1195 3rd St
Napa, California 94559

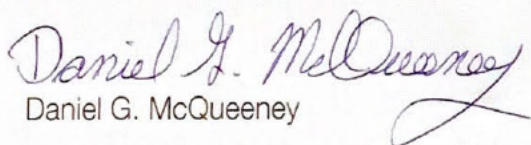
To Whom it may concern:

I, Dan McQueeney, the vice chair of Monticello Public Cemetery District's Advisory Committee, on behalf of the advisory committee, recommend Patrick J. Scribner to serve as the full-time member on the committee to fill the seat of Mary Carpenter, who passed away last month.

On January 19, 2022, the advisory committee voted unanimously to recommend Mr. Scribner to the Board of Trustees to fill the vacant full-time seat. Mr. Scribner is the son of the advisory committee's chair, Patrick Scribner, who abstained from voting.

The general consensus of the advisory committee was that Mr. Scribner has held a life-long interest in Monticello Cemetery as part of his family history and the history of the Town of Monticello. Mr. Scribner owns a plot in the cemetery and is known to the other members of the advisory committee as being of high character. The committee acknowledges the background and interest of Cynthia Gosling to serve on the advisory committee, but she has recently returned to the area after a long absence and would be best suited at this time to fill the alternate committee seat that is also open.

Sincerely yours,


Daniel G. McQueeney



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-18

TO: Board of Supervisors
FROM: Thomas Zeleny, Interim County Counsel
REPORT BY: Chris R.Y. Apallas, Deputy County Counsel
SUBJECT: Amendment 3 to Agreement No. 190327B with Kaplan Kirsch Rockwell

RECOMMENDATION

County Counsel requests approval of and authorization for the Chair to sign Amendment No. 3 to Agreement No. 190327B with the law firm of Kaplan Kirsch Rockwell, increasing the maximum compensation from \$69,900 per fiscal year to \$150,000 per fiscal year and extending the term to June 20, 2022 with two renewals at the end of each fiscal year.

EXECUTIVE SUMMARY

Kaplan Kirsch Rockwell (KKR) is a full-service law firm that advises public sector clients on land use, airport development, airport land use consistency, and other legal issues. The County entered into Agreement No. 190327B with KKR on January 24, 2019 for the provision of specialized legal services related to the Napa County Airport. The Agreement was subsequently amended on October 12, 2020, increasing the maximum compensation from \$25,000 to \$30,000 per fiscal year and extending the term to January 24, 2022, and again on March 1, 2021, increasing the maximum compensation to \$69,900 per fiscal year. The County has an ongoing need for the firm's specialized expertise in pending Airport matters. Thus, staff requests approval of a third amendment to the contract (Napa County Agreement No. 190327B), effective January 24, 2022, to increase the maximum compensation per fiscal year to \$150,000 and extend the term to June 30, 2022, with two one-year renewals.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Airport
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Kaplan Kirsch Rockwell possesses resources and specialized expertise in the area of airport operations.
Is the general fund affected?	No
Future fiscal impact:	Funds will be appropriated in future years if necessary.
Consequences if not approved:	Representation in the litigation would be provided by County Counsel. The County and the Board would not receive the benefit of specialized legal services and advice from outside counsel.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by CEQA Guidelines section 15378; therefore the proposed action is not subject to CEQA pursuant to CEQA Guidelines section 15060(c)(3).

BACKGROUND AND DISCUSSION

County Counsel is the public officer vested by the State with authority to advise and represent the County and its officers in all legal matters and civil actions. (Gov. Code, §§ 26520, 26526, 26529, 27642.) The Board of Supervisors may employ outside counsel to assist the County Counsel in providing legal advice or litigation services (Gov. Code, §§ 31001, 25203) or where the County Counsel has a conflict of interest (Gov. Code, § 31000.6, subd. (a)) or the County refuses to provide representation. (Gov. Code, § 996.4.)

Napa County entered into Agreement No. 190327B on January 24, 2019 with KKR to provide legal services related to operations at the Napa County Airport. County Counsel now wishes to enter into Amendment No. 3 to the Agreement with KKR for the ongoing provision of legal services related to the Airport.

**AMENDMENT NO. 3 OF
NAPA COUNTY AGREEMENT NO. 190327
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 190327 (the “Amendment”) is made and entered into effective as of the 24th day of January, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, acting by and through its Purchasing Agent, and Kaplan Kirsch Rockwell, LLP a Colorado limited liability partnership, whose business address is 1675 Broadway, Suite 2300, Denver, CO 80202, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190327, also known as Napa County Agreement NO. 190327C, (the “Agreement”) on January 25, 2019, executed Amendment No. 1 of the Agreement in October of 2021, and executed Amendment No. 2 of the Agreement in March of 2021; and

WHEREAS, COUNTY desires to secure additional services from CONTRACTOR.

NOW, THEREFORE, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

1. Paragraph 1 of the Agreement is amended as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2022, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 3 of the Agreement is amended as follows:

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the hourly rates set forth in Exhibit “B-1”, attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of one hundred fifty thousand dollars (\$150,000) per fiscal year for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

3. Except as provided in paragraph (1) and (2) above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Amendment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 of Napa County Agreement No. 190327 on the date first above written.

KAPLAN KIRSCH ROCKWELL, LLP

By 
PETER KIRSCH, Partner

"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <i>Chris R.Y. Apallas</i> Deputy County Counsel Date: February 2, 2022	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-280

TO: Board of Supervisors
FROM: Minh C. Tran, County Executive Officer
REPORT BY: Jasmine Elo, Management Analyst
SUBJECT: Remote Teleconference Meetings for Board of Supervisors and County Boards and Commissions

RECOMMENDATION

County Executive Officer requests adoption of a Resolution making findings in accordance with Assembly Bill (AB) 361 and Government Code Section 54953, for Board of Supervisors and County boards and commissions (including committees) to hold remote teleconference meetings due to the threat of COVID-19.

EXECUTIVE SUMMARY

Board of Supervisors has been meeting in person, but the recent increase in COVID-19 cases in Napa County is increasing the risk of transmission at Board meetings. The ability for one or more Supervisors to attend meetings from remote locations pursuant to AB 361 will help ensure the Board has a quorum necessary to conduct business, especially in light of federal and state quarantine and isolation guidelines. County boards and commissions (including committees) have been conducting meetings via teleconference, at first pursuant to executive orders issued by the Governor and currently pursuant to AB 361, to help reduce the spread of COVID-19. This action makes the necessary findings under AB 361 for the Board of Supervisors to meet remotely via teleconference, and for County boards and commissions to continue to meet remotely, in lieu of each board and commission making these determinations separately.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Due to health and safety risks of the COVID-19 pandemic, meetings of County boards and commissions (including committees) were held via teleconference pursuant to executive orders issued by the Governor. Those executive orders expired, having been replaced by AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet remotely during a state of emergency declared by the Governor, if the emergency impacts the ability of members to meet safely in person, or state or local officials have proposed or recommended measures to promote social distancing. The Governor recently extended the state of emergency due to the COVID-19 pandemic until March 31, 2022.

AB 361 requires legislative bodies meeting remotely pursuant to its provisions to revisit the circumstances of the state of emergency every 30 days to determine whether remote meetings are still necessary, pursuant to Government Code section 54953(e)(3). There are a number of County boards and commissions which meet less often than every 30 days, and would be forced to convene special meetings to strictly comply with the requirements of AB 361. Substantial compliance with the 30 day requirement is likely permissible because the purpose of AB 361 is for legislative bodies to review the emergency at regular intervals, even if their regular meetings occur at intervals longer than 30 days. However, in an abundance of caution, for boards and commissions whose members are appointed by the Board of Supervisors, the County may exercise its authority under Chapter 2.68 of the Napa County Code to make the necessary findings under AB 361 every 30 days, allowing the boards and commissions to continue to meet remotely without scheduling special meetings.

The Board of Supervisors has been meeting in person, but the recent increase in COVID-19 cases in Napa County is increasing the risk of transmission at Board meetings. The ability for one or more Supervisors to attend meetings from remote locations pursuant to AB 361 will help ensure the Board has a quorum necessary to conduct business, especially in light of federal and state quarantine and isolation guidelines.

County staff continues to monitor the health and safety conditions related to COVID-19, the status of the Governor's state of emergency, and state and local health orders related to social distancing. Today's resolution confirms that the Board has considered the circumstances of the state of emergency due to COVID-19 and finds that meetings of the Board of Supervisors, and County boards and commissions subject to the Ralph M. Brown Act, will be held via teleconference due to the threat of COVID-19 unless the Board of Supervisors, board or commission determines otherwise.

RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, MAKING FINDINGS IN ACCORDANCE
WITH AB 361 AND GOVERNMENT CODE SECTION 54953, FOR THE
BOARD OF SUPERVISORS AND COUNTY BOARDS AND
COMMISSIONS TO HOLD REMOTE TELECONFERENCE MEETINGS**

WHEREAS, all meetings of the Board of Supervisors are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the County’s legislative body conduct its business; and

WHEREAS, the Board of Supervisors established various advisory boards and commissions pursuant to Section 2.68.010 of the Napa County Code; and

WHEREAS, County advisory boards and commissions generally follow the Ralph M. Brown Act pursuant to Napa County Policy Manual, Part I: Section 8, so that any member of the public may attend, participate, and watch boards and commissions conduct their business; and

WHEREAS, Governor Newsom signed Assembly Bill (“AB”) 361, amending the Brown Act, including Government Code section 54953(e), that authorizes remote teleconferencing for meetings of members of a legislative body without compliance with the traditional teleconferencing requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition of AB 361 is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and

WHEREAS, the proclaimed state of emergency remains in effect; and

WHEREAS, California Department of Public Health and the Federal Center for Disease Control and Prevention caution that the Delta variant of COVID-19 may cause more severe illness, and that even fully vaccinated individuals can spread the virus to others resulting in rapid and alarming rates of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019-ncov/variants/delta-variant.html>); and

WHEREAS, on September 27, 2021, the Napa County Executive Officer and Public Health Officer jointly recommended measures to promote social distancing, including that all boards and commissions may continue meeting remotely, in whole or in part, in order to help minimize the spread and transmission of COVID-19; and

WHEREAS, on November 26, 2021, the World Health Organization classified the new Omicron variant of COVID-19 as a variant of concern, and this variant has been detected in most states, including California, and is rapidly increasing the proportion of COVID-19 cases it is causing (<https://www.cdc.gov/coronavirus/2019-ncov/variants/omicron-variant.html>); and

WHEREAS, the Board of Supervisors has been meeting in person, but the recent increase in COVID-19 cases in Napa County is increasing the risk of transmission at Board meetings, and the ability for one or more Supervisors to attend meetings from remote locations pursuant to AB 361 will help ensure the Board has a quorum necessary to conduct business, especially in light of federal and state quarantine and isolation guidelines; and

WHEREAS, the Board of Supervisors is committed to preserving and nurturing public access and participation at its meetings, and at meetings of boards and commissions, and to protecting the health, welfare, and safety of the participants; and

WHEREAS, County advisory boards and commissions often consist of significantly more members than the Board of Supervisors, and may hold public meetings in rooms significantly smaller than the Board chambers, putting attendees at such meetings at higher risk of contracting COVID-19; and

WHEREAS, AB 361 requires legislative bodies meeting remotely pursuant to its provisions to revisit the circumstances of the state of emergency every 30 days to determine whether remote meetings are still necessary, pursuant to Government Code section 54953(e)(3); and

WHEREAS, many County advisory boards and commissions meet less often than every 30 days, and would be forced to convene special meetings to strictly comply with the requirements of AB 361; and

WHEREAS, the Board of Supervisors desires to take action on behalf of its boards and commissions in an abundance of caution, recognizing that substantial compliance with the 30 day requirement is likely permissible because the purpose of AB 361 is for legislative bodies to review the emergency at regular intervals, even if their regular meetings occur at intervals longer than 30 days; and

WHEREAS, the Board of Supervisors does hereby find that it has considered the circumstances of the state of emergency due to COVID-19 and that state or local officials continue to recommend measures to promote social distancing and, therefore, intends that its meetings, and meetings of County boards and commissions subject to the Ralph M. Brown Act, be held via teleconference and to invoke the provisions of AB 361 related to teleconferencing as provided in Government Code section 54953(e); and

WHEREAS, the Board of Supervisors intends this resolution to authorize, but not require, County advisory boards and commissions to continue to meet via teleconference, in lieu

of each board and commission revisiting the circumstances of the state of emergency every 30 days to determine whether remote meetings are still necessary;

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors as follows:

1. Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.
2. The Board of Supervisors finds that in consideration of the recitals set forth above, the continued state of emergency, and recommended measures by state or local officials to promote social distancing, that meeting in person would present imminent risks to the health or safety of attendees and that meetings of the Board of Supervisors, and County boards and commissions subject to the Ralph M. Brown Act, will be held via teleconference unless the Board of Supervisors, board or commission determines otherwise.
3. County staff, boards and commissions are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including conducting open and public meetings by teleconference in accordance with Government Code section 54953(e), and other applicable provisions of the Brown Act.
4. County staff is further directed to continue to monitor the health and safety conditions related to COVID-19, the status of the Governor's state of emergency, the state regulations related to social distancing, and the local orders related to health and safety, and present to the Board of Supervisors for consideration, no later than every 30 days, the related information and recommendations for meetings by teleconference so long as the state of emergency continues to directly impact the ability of Supervisors and members of boards and commissions to meet safely in person, or state or local officials continue to impose or recommend measures to promote social distancing, pursuant to Government Code section 54953(e)(3).

[remainder of page intentionally blank]

THE FOREGOING RESOLUTION WAS DULY, AND REGULARLY ADOPTED
by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board
of Supervisors on the 8th day of February, 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____
ABSTAIN: SUPERVISORS _____
ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the
State of California

By: _____
RYAN GREGORY, Chair
Napa County Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Interim County Counsel</p> <p>Date: <u>January 31, 2022</u> PL Doc. No. 68161</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 21-1266

TO: Board of Supervisors
FROM: Jennifer Yasumoto, Health & Human Services
REPORT BY: Gaby Angeles, Staff Services Analyst II
SUBJECT: Agreement with Crestwood Behavioral Health, Inc. Agreement No. 220164B

RECOMMENDATION

Director of Health and Human Services requests approval of and authorization for the Chair to:

- 1) Terminate the current Agreement No. 170496B with Crestwood Behavioral Health, Inc. for a maximum of \$800,000; and
- 2) Sign a new Agreement No. 220164B with Crestwood Behavioral Health, Inc. for a maximum of \$875,000 with the term commencing upon approval through June 30, 2022, with a provision for four annual renewals to provide residential care and mental health services.

EXECUTIVE SUMMARY

The purpose of today's requested actions are to terminate the original contract with Crestwood Behavioral Health, Inc., which has reached a large number of amendments, and replace it with a new Agreement to provide residential care and mental health services. The new agreement includes a \$75,000 contract maximum increase due to an increase in the level of usage. Crestwood Behavioral Health, Inc. is not a local vendor.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health & Human Services Mental Health
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No

Future fiscal impact:	The Agreement contains a provision for automatic annual renewal. Appropriations have been included in the approved Fiscal Year 2021-2022 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	If not approved, it would severely limit HHSA's capacity to provide mandated inpatient psychiatric hospitalization services at the appropriate level of care.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Crestwood Solano Psychiatric Health Facility (Crestwood PHF) is a 16-bed mental health stabilization program located in Vallejo, California. Crestwood PHF provides a secure structured program for individuals experiencing a psychiatric crisis requiring 24-hour observation and stabilization by a team of professional staff. The facility admits individuals 18 years of age or older, who may be admitted either on a voluntary or involuntary basis. Crestwood PHF provides an alternative to traditional psychiatric care and provides stabilization for residents of Napa County experiencing an acute psychiatric emergency of such magnitude that it is unmanageable in the community. Health and Human Services Agency (HHSA) clients placed at this facility are referred from the HHSA Mental Health Division's Crisis Stabilization Services Program, which has a maximum placement of 23 hours.

Approval of this amendment will increase the contractor's maximum by \$75,000 to \$875,000. Costs under this Agreement are incurred by the purchase of two beds, which the County pays for regardless of utilization. Because these costs are essentially “fixed”, there has not been a need to increase the contract maximum over the past few years. However, Crestwood PHF increases their bed day rates every year, which raises the Agreement’s annual fixed costs. Additionally, over the past few years, HHSA has periodically purchased bed days from other counties not utilizing their allotted bed space. The necessity of purchasing bed days from other counties has allowed for greater utilization than accounted for in the current contract maximum. The purchase of extra bed days combined with annual rate increases has resulted in a need to raise the contract maximum.

Purchasing extra bed days is a less costly alternative to other placement options and ensures that clients receive the treatment needed to stabilize their symptoms so they can be placed at a lower level of care.

Crestwood PHF is not a local vendor.

**NAPA COUNTY AGREEMENT NO. 220164B
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____ 2021, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and, **CRESTWOOD BEHAVIORAL HEALTH, INC.**, whose mailing address is 520 Capitol Mall, Suite 800, Sacramento, CA 95814, hereinafter referred to as CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, on or about May 1, 2014, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170496B (previously agreement no. 8144), hereinafter referred to as the "Agreement" for CONTRACTOR to provide acute psychiatric inpatient services; and



WHEREAS, as of the effective date of this Agreement, the parties wish to terminate Agreement No. 170496B and replace it with this Agreement No. 220164B; and

WHEREAS, COUNTY wishes to obtain specialized services in order for CONTRACTOR to provide residential care and mental health services.

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the Terms and Conditions and their own Exhibits, which together are attached hereto and incorporated by this reference as though set forth in full herein. The Section numbers of any portion of this Agreement may at times be referred to either as “Sections” or “Paragraphs” interchangeably.

IN WITNESS WHEREOF, this Agreement was executed by the Parties hereto as of the date first above written.

NAPA COUNTY, a political subdivision of the State of California	CONTRACTOR
<p>By _____ ALFREDO PEDROZA, Chair of the Board of Supervisors</p> <p>ATTEST: NEHA HOSKINS, Clerk of the Board</p> <p>By: _____</p> <p>DATE APPROVED BY THE BOARD: _____</p> <p>Processed by: _____ Deputy</p>	<p>Signature</p> 
	<p>ELENA MASHKEVICH, Director of County Contracts</p>
	<p>Signature</p> 
<p>Maximum Amount of this Agreement: \$875,000.00</p> <p>Term Expires: June 30, 2022</p> <p>Automatic renewal is modified.</p>	<p>Maria Stefanou, Chief Financial Officer</p>
	<p>APPROVED AS TO FORM BY NAPA COUNTY COUNSEL</p> <p>By: Rachel L. Ross (e-signature) Date: 10/27/21</p>

TERMS AND CONDITIONS OF NAPA COUNTY AGREEMENT NO.

SECTION 1. Contract Administration

For purposes of this Agreement, the following shall apply:

- 1.1 “Department” shall mean: Health and Human Services
- 1.2 “Director” shall mean the person elected or appointed to the chief management position of the Department.
- 1.3 “Contract Administrator” shall be: Contracts Analyst or such other person as designated by the Department Director. The address for COUNTY’s Contract Administrator shall be: 2751 Napa Valley Corporate Drive, Building B, 2nd Floor, Napa, CA 94559.
- 1.4 The Program Manager for COUNTY shall be: Sarah O’Malley, Deputy Director of HHSA/Mental Health Director
- 1.5 The Contract Contact Person for CONTRACTOR shall be: Elena Mashkevich, 520 Capital Mall, Suite 800, Sacramento, CA 95814
- 1.6 CONTRACTOR is a ☐ sole proprietor ☐ partnership ☒ corporation ☐ public agency ☐ other (specify) .
- 1.7 The source of funding for this Agreement shall be: State Behavioral Health Realignment funds, Medi-Cal and HHSA General fund.
- 1.8 In entering into this Agreement, CONTRACTOR acknowledges and agrees to abide by the applicable terms of the following COUNTY-entity agreements, and as they may amended from time to time: California Department of Health Care Services, Napa County Agreement No. 3315 (Performance) and State Managed Care Agreement with Department of Health Care Services—Napa County Agreement No. 8560

These agreements are on file with the Napa County Clerk of the Board of Supervisors and may be accessed at <https://www.countyofnapa.org/DocumentCenter/> under “Departments/Health and Human Services/Administration/Contracts and Administration Documents” (See also Section 2, Paragraphs 2.15(b)(2) and 2.35)

SECTION 2. General Terms and Conditions.

Attached hereto and incorporated by this reference as Exhibit C is “SECTION 2. General Terms and Conditions – Version 12”, which shall be referred to herein as the “General Terms and Conditions” and which shall apply to this Agreement unless otherwise specifically limited or excluded by more specific provisions.

Due to changes in the laws, future versions of General Terms and Conditions shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR, effective within such time period as is designated in Paragraph 2.10 (Other Termination) plus 15 days or as mandated by local, state or federal laws or regulations, whichever date is sooner.

SECTION 3. Specific Terms and Conditions.

The following Specific Terms and Conditions provide additional terms and conditions or modify the General

Terms and Conditions of this Agreement. A Specific Term and Condition shall control if a conflict exists with a General Term and Condition.

3.1 The following Specific Terms and Conditions apply when CONTRACTOR's obligations under this Agreement involve the following as designated by an "X":

☒ (a) Contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (General Terms and Conditions Paragraph 2.8(b) applies).

☐ (b) Construction or pre-construction related services (General Terms and Conditions Paragraph 2.19(e) applies).

☐ (c) Work on or the supplying of any software systems or equipment containing or suspected of containing clocks or embedded chips functioning as or dependent upon the use of clocks or calendars (General Terms and Conditions Paragraph 2.29 applies).

☒ (d) Services covered by a Federal Health Care Program (General Terms and Conditions Paragraph 2.31 applies).

☒ (e) Services covered by a State Medi-Cal Specialty Mental Health Program (General Terms and Conditions Paragraph 2.32 applies).

☐ (f) Mental Health Activities (General Terms and Conditions Paragraph 2.33 applies).

☒ (g) Services involving the receipt, use or disclosure of protected health information: A determination has been made by COUNTY's Privacy Officer that CONTRACTOR shall not provide services under this Agreement as a Business Associate to COUNTY. General Terms and Conditions Paragraph 2.34(b) does not apply to this Agreement.

☐ (h) Services provided under COUNTY's Managed Care Provider Program, which shall be subject to all the terms and conditions set forth in the Napa County Mental Health Managed Care Provider Manual, herein incorporated by reference and on file with the Clerk of the Napa County Board of Supervisors.

☐ (i) Services as a provider for which CONTRACTOR has submitted a "Provider Application," which CONTRACTOR warrants that the information contained in said application is accurate and understands that any inaccuracies may be grounds for termination of this Agreement by COUNTY. CONTRACTOR authorizes COUNTY to consult with third parties, including but not limited, to the National Practitioner Data Bank or other applicable licensing boards.

☒ (j) Services involving the use or disclosure of personally identifiable information that are performed as a subcontractor under COUNTY's contract with another entity when that contract requires COUNTY to include its applicable terms in COUNTY's subcontracts. (General Terms and Conditions Paragraph 2.35 applies.)

☐ (k) Services determined by the Department Director to be covered by Department's Code of Ethics. (General Terms and Conditions Paragraph 2.38 applies.) CONTRACTOR understands that, by entering into this Agreement, CONTRACTOR acknowledges that CONTRACTOR has received, read, and understands the Code of Ethics, and agrees to abide by the terms therein as applicable to CONTRACTOR's activities under this Agreement. Department shall provide CONTRACTOR with copies of Department's Code of Ethics prior to the execution of the Agreement. CONTRACTOR further understands that on an annual basis CONTRACTOR shall provide written certification to Department that CONTRACTOR has received, read, understands, and will abide by Department's Code of Ethics.

[X] (l) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

3.2 Source Funding.

(a) Change in Source Funding. Paragraph 1.7 may be unilaterally modified by COUNTY upon written notice to CONTRACTOR who shall be bound thereby immediately upon receipt. The Department Director is delegated the authority to modify Paragraph 1.7 and provide such written notice, but may exercise such authority only after consultation with, and concurrence of, the Napa County Counsel and the Napa County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Napa County Board of Supervisors to modify Paragraph 1.7.

(b) Amendment to Source Funding Agreement. If Paragraph 1.7 identifies a funding source agreement, then any amendment to the funding source agreement shall be automatically incorporated and made a part of this Agreement, effective in accordance with the amended funding source agreement. As a subcontractor of COUNTY, CONTRACTOR shall be bound by the applicable terms of the funding source agreement, and any amendments thereto.

3.3 Statement of Economic Interests. By authorizing its Chair to execute this Agreement on its behalf, COUNTY's Board of Supervisors hereby determines in writing on behalf of COUNTY that CONTRACTOR has been hired to perform a range of duties so limited in scope as to not be required to comply with the disclosure obligations set forth in Paragraph 2.23(b).

3.4 COUNTY delegates its authority to the Director of the Health and Human Services Agency to approve future amendments to Exhibits A and B, attached to this Agreement, provided that any such amendment does not materially alter the nature of the services to be provided or increase the maximum compensation available under this Agreement.

3.5 General Terms and Conditions 2.1(b)-Automatic Renewal is modified to read in full as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, for a maximum of **four** additional fiscal years (the final renewal period concludes on **June 30, 2026**), under the same terms and conditions, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

SECTION 4. Incorporated Documents.

The following documents are incorporated herein by this reference and attached hereto and labeled as the following Exhibit letters:

Exhibit A: Scope of Work

Exhibit B: Compensation--Budget Detail and Payment Provisions

Exhibit C: "Section 2, General Terms and Conditions, Version 12"

Addendum for Contracts Involving Federal Health Care Programs-Revision of March 22, 2021

EXHIBIT A
SCOPE OF WORK

From the effective date through June 30, 2022
(and each subsequent automatic renewal thereof)

I. CONTRACT DESCRIPTION

- A. Crestwood Behavioral Health Inc. (CONTRACTOR) shall provide high quality, efficient, effective, culturally competent, and timely acute psychiatric inpatient services within the program requirements and standards as set forth in this Agreement to patients referred by Napa County Health and Human Services Agency's (COUNTY) Mental Health Division over the age of eighteen (18) years who are eligible for COUNTY mental health services. COUNTY may place either male or female patients at CONTRACTOR's Solano County Psychiatric Health Facility (PHF).
- B. This Agreement requires the CONTRACTOR to provide psychiatric services during the stay of the patient at the CONTRACTOR's facility. This Agreement is for dedicated access to 2 acute inpatient psychiatric bed placements.
- C. All personnel, supplies, equipment, furniture, quarters and operating expenses of any kind required for the performance of this Contract shall be provided by CONTRACTOR in performance of contracted services.

II. SERVICE REQUIREMENTS

A. Service Eligibility Requirements

- 1. Admission Criteria
 - a. Patients shall be authorized by COUNTY Emergency Response Team and other designated COUNTY Mental Health personnel.
 - b. Patients authorized by the COUNTY may be transported directly to CONTRACTOR from a variety of sites. These sites include, but are not limited to: local hospitals and Emergency Rooms, Locked Sub-Acute County contracted facilities, Napa County Jail/Juvenile Hall (if over 18), and Napa County outpatient provider offices and/or clinics. In all cases, the COUNTY Authorizer will be the referring party who authorizes transport and treatment of patients by CONTRACTOR.
 - c. All patients determined by the designated COUNTY mental health personnel to require inpatient psychiatric care at the CONTRACTOR's facility shall be accepted for admission by CONTRACTOR.
 - d. CONTRACTOR reserves the right to refuse admission of a patient under California Code of Regulations, Title 22, Division 5, Section 77061 where a patient's physical health care is beyond what could otherwise be managed on an outpatient basis.

- e. Patients shall be the age of eighteen (18) years or older and eligible for COUNTY mental health services.
- f. Exclusive of triage and assessments, 100% of admitted patients will meet the COUNTY Mental Health Division's definition of acutely mentally ill. This will be verified by documentation in the assessment and/or progress report. The operational definition of acutely mentally ill for inpatient level of care is defined by the presence of one of the following criteria:
 - Criteria A: Danger to self or others due to a mental disorder
 - Criteria B: Evidence of grave disability due to mental illness

2. Discharge Criteria & Planning

- a. Patients will be deemed appropriate for discharge when they no longer meet the criteria of the COUNTY'S definition of acutely mentally ill as defined above, or there is agreement between COUNTY authorized personnel and CONTRACTOR staff that patient is ready for discharge, consistent with community standards of practice and extant law. Determination and documentation of whether a patient continues to meet these criteria is the responsibility of CONTRACTOR. COUNTY shall be notified, at the very most, within twelve (12) hours of the determination that the patient no longer meets those criteria to facilitate timely transfer to a lower level of care.
- b. CONTRACTOR's clinical staff shall have final determination on length of stay of each patient. This being the case, if a difference of opinion occurs, CONTRACTOR's Medical Director and COUNTY's Psychiatric Medical Director shall review case jointly at the time such a difference of opinion arises to promote collaborative care management and timely discharge.
- c. COUNTY and CONTRACTOR will work collaboratively with regard to discharge planning and placement of patients served by CONTRACTOR.
- d. CONTRACTOR will improve functioning of 90% of the patients admitted as indicated by absence of the precipitating symptoms which eventuated in the patient's hospitalization or significant diminution such that the individual is no longer at imminent risk of harm to self or others nor deemed gravely disabled due to a mental disorder. It is assumed that individuals admitted to CONTRACTOR's facility shall be provided appropriate and timely medication (typically within 24-hours), except in the circumstance where this may be medically contraindicated. In such situations, clinical rationale for not administering medication should be documented thoroughly.
- e. Consultation and arrangement for the timely discharge of all patients will take place with the CONTRACTOR and the COUNTY Hospital Liaison Team, authorized mental health staff, and/or the patient's outpatient provider.
- f. Prior to discharge, COUNTY may request a copy of pertinent medical records for review or other purposes, with the understanding that it may not contain summary or discharge information, within 24-hours of such request. After a patient's discharge, CONTRACTOR shall provide COUNTY with a completed Treatment Authorization Request (TAR) as well as designated elements of patient's chart within 48-hours. Designated elements will include the following:
 - Discharge Summary
 - All Physician, nursing and social worker notes

- Medication orders
 - Documentation of ancillary medical care
 - Admission Assessment
 - Risk advisements and documentation of holds as applicable
- g. For continuity of care purposes, within 48-hours of the discharge CONTRACTOR shall provide COUNTY with the following information for patients needing medication follow up services:
- i. Discharge summary
 - ii. Discharge medications
 - iii. Admission note (and physical exam, if done)
 - iv. Medication administration record (MAR)

CONTRACTOR shall fax information needed for this purpose to a secure fax number COUNTY shall provide.

- h. If records are mailed, CONTRACTOR must use packaging materials as necessary to ensure charts/records are received by the COUNTY in good condition and remain sealed. They must also use a mail service that provides sender with a mailing receipt and delivery notification.
- i. CONTRACTOR must maintain all original facility charts/records.
- j. CONTRACTOR must implement a tracking procedure to document, at a minimum, which charts/records have been mailed or otherwise transmitted, to whom, and when.

B. Service Standards

1. COUNTY and CONTRACTOR clinical staffs will fully communicate and cooperate with each other in the development of treatment planning, determining length of stay and readiness for discharge, and, to this end, may freely exchange patient information as a unitary treatment program without further patient releases, consistent with applicable laws and regulations.
2. COUNTY will provide ongoing referral sources and placement assistance with regard to patient discharge planning. In the event that placement is not available at the time the patient is to be discharged, CONTRACTOR shall not be penalized and may charge such additional day beyond discharge readiness at the full non-administrative rate listed in Exhibit B.
3. CONTRACTOR shall prescribe medications in accordance with the Medi-Cal drug formulary which includes the Specialty Mental Health carve outs; and, to the greatest extent possible, administer and prescribe medication that is both effective and cost efficient.
4. CONTRACTOR's discharging physician will provide patient with a ten-day supply of psychiatric medications upon discharge and prescription for 30-day supply of medications.
5. COUNTY Mental Health Managed Care Plan will set forth the program requirements to determine the appropriateness of placement based on clinical necessity criteria. CONTRACTOR will make every

reasonable effort to arrange its occupied bed days to permit COUNTY to place a patient at any time in accordance with agreed upon admissions criteria.

6. CONTRACTOR shall ensure COUNTY access to the two (2) designated beds, if available, acute inpatient psychiatric beds at its facility, 24-hours a day, seven (7) days a week. These beds will include all services normally rendered by PHFs. These services include psychiatric treatment (including medications and labs), care and feeding, monitoring, discharge planning and after care planning.
7. CONTRACTOR shall make determination of admission for referred patients within 4 hours or less of referral by the Authorized COUNTY representative or Crisis Stabilization Services staff.
8. COUNTY shall have verified Medi-Cal (for Medi-Cal eligible patients) eligibility prior to referral and admission. CONTRACTOR will be responsible for completing financial/ forms upon patient arrival to CONTRACTOR.
9. CONTRACTOR will provide financial data with regard to Medicare coverage of patients identified as Medicare recipients. This requirement is to ensure that any patients with Medicare coverage for inpatient psychiatric care are referred to other providers who may seek reimbursement through Medicare. Upon identification of Medi-care coverage, CONTRACTOR will work actively to transfer patient to Medi-care eligible inpatient facility within 24-hours of the discovery of such eligibility.
10. CONTRACTOR and COUNTY will communicate daily with regard to bed availability to maintain 100% use of contracted beds, or for purposes of temporarily assigning a courtesy bed to another county if COUNTY cannot fill its two (2) beds.
11. CONTRACTOR shall notify COUNTY of any and all Unusual Occurrences (as defined by the State Department of Health Care Services, Psychiatric Health Facility Regulations, Title 22, Division 5, Section 77036), involving a COUNTY placement within 24-hours of the incident.
12. CONTRACTOR will provide COUNTY with all final documentation related to the Unusual Occurrence that is provided to the State Department of Mental Health within seven (7) business days of the occurrence. All Unusual Occurrences are reviewed by the COUNTY's Mental Health's Quality Improvement program and any recommendations will be forwarded both to the COUNTY Mental Health Director and the CONTRACTOR'S Administrator.
13. COUNTY is eligible to receive Medi-Cal reimbursement from the State of California, Department of Health Care Services for these bed days. CONTRACTOR will maintain Medi-Cal certification during the period of this contract with COUNTY.
14. Should COUNTY wish to sell a portion of its bed days, such arrangements will be permitted and will occur between COUNTY and another participating County or entity.

C. Bed Utilization Credit and Invoicing

1. CONTRACTOR shall assign a single staff to manage bed occupancy on behalf of COUNTY.

2. Any bed days not occupied by COUNTY shall be charged except as follows:
When CONTRACTOR is able to use an available bed(s) (hereafter, 'courtesy beds') to treat another County's patient, express authorization by designated COUNTY staff should be obtained in advance. If prior authorization is not possible, authorization will be obtained by the beginning of the next business day.
 - a. CONTRACTOR shall invoice COUNTY for the total number of bed days for that calendar month, less the total number of COUNTY's allocated bed days used as courtesy bed days by other counties for that calendar month.
 - b. Conversely, COUNTY shall be responsible for any 'courtesy' bed days it authorizes CONTRACTOR to use for the treatment of its patients that are in excess of the total bed days agreed to herein. Authorization shall be in writing from the COUNTY's Mental Health Clinical Director or COUNTY's Psychiatric Medical Director, except in the circumstance that the additional bed days requested by COUNTY staff shall *not* exceed the monthly total bed days.
3. In the situation that more than one county has available beds they have authorized for use by other counties, CONTRACTOR shall fill courtesy beds in alternating order between each County to ensure distributed benefit and savings among all participating Counties.

III. ADDITIONAL PROVISIONS

A. Licensing Requirements

1. CONTRACTOR shall comply with all necessary County or State licensing requirements and must maintain appropriate licenses and display same in a location that is reasonably conspicuous.
2. CONTRACTOR shall abide by the Bronzan-McCorquodale Act (WIC, Division 5, Part II, Section 5600 et seq.), CCR Title 9 and Title 22, the State Cost Reporting/Data Collection Manual (CR/DC) and State Department of Health Care Services Policy Letters. Any changes in status, licensure, or ability to perform activities within the contracted services must be reported to the COUNTY immediately.
3. CONTRACTOR shall maintain appropriate staffing levels to assure safety and program compliance as dictated by the State, Federal and local codes/regulations.
4. CONTRACTOR shall furnish COUNTY within thirty (30) days of execution of this Agreement:
 - a. A Program Schedule
 - b. Treatment Staff Roster (including license number or evidence of credentialing) on an annual basis or whenever staffing changes occur upon the execution of this agreement.

B. Clinical Records

1. CONTRACTOR shall maintain adequate patient records which must comply with all appropriate State and Federal requirements.

- a. Records shall be kept on all patients admitted or accepted for treatment. All required records, either as original or as accurate reproductions of the contents of the originals shall be maintained in a confidential manner, legible, and readily accessible upon request of persons authorized by law to have access to such records.
 - b. The CONTRACTOR shall safeguard the information in the record against loss, defacement, tampering or use by unauthorized persons.
 - c. Patient health records or reproductions shall be safely preserved for a minimum of seven years following discharge of the patient.
 - d. If the CONTRACTOR ceases operation, the COUNTY shall be informed within 30 days prior to cessation, so that arrangements can be made for safe preservation of patient health records.
 - e. Patients records shall be filed in an easily accessible manner in the facility or in an approved health record storage facility off facility premises.
 - f. Patient records shall be completed within fourteen (14) days following the patient's discharge with the exception of a discharge summary which shall be completed and submitted to COUNTY within five (5) days following discharge and discharge information for individuals needing COUNTY follow up for medication needs which shall be submitted within 48-hours following discharge.
 - g. All information and records obtained in the course of providing either voluntary or involuntary services shall be confidential and may be disclosed only in accordance with Sections 5328 through 5330 of the Welfare and Institutions Code.
2. COUNTY shall have access within 24-hours to all appropriate COUNTY patient records requested, whether stored on site or off site, weekends and holidays excluded.
 3. CONTRACTOR shall provide COUNTY with required records for billing purposes, utilization review, and other purposes as may be required under terms of this Agreement in a timely manner.

C. Certification of Program Integrity

1. CONTRACTOR shall comply with all State and Federal statutory and regulatory requirements for certification of claims including Title 42, Code of Federal Regulations (CFR) Part 438.
2. For each Medi-Cal beneficiary for whom COUNTY is submitting a claim for reimbursement:
 - a. CONTRACTOR will assure the services included in the claim were actually provided to the beneficiary.
 - b. CONTRACTOR will assure medical necessity was established for the beneficiary as defined in statute for the service or services provided, for the timeframe in which the services were provided, except when COUNTY decides to place patient or to keep patient in PHF without medical necessity.

- c. CONTRACTOR will assure a client plan was developed and maintained for the beneficiary that met all standards established by the COUNTY Mental Health Plan (MHP).
- 3. CONTRACTOR certifies that the following processes are in place:
 - a. Written policies, procedures and standards of conduct that articulates the CONTRACTOR's commitment to comply with all applicable Federal and State standards.
 - b. The designation of a compliance officer and a compliance committee that is accountable to senior management.
 - c. Effective training and education for the compliance officer and the organization's employees.
 - d. Enforcement of standards through well-publicized disciplinary guidelines.
 - e. Provisions for internal monitoring and auditing.
 - f. Provision for prompt response to detected offenses, and for development of corrective action initiatives relating to the provision of mental health services.
 - g. Confirmation that CONTRACTOR and all employees are not excluded from Medi-Cal and Medicaid participation.

D. Background Checks

CONTRACTOR shall comply with all provisions of Welfare & Institutions code 5405, in part, requiring Department of Justice and Federal Bureau of Investigations background checks on all employees, contractors, or volunteers who may have contact with patients or residents in the provision of service. CONTRACTOR will run monthly credentialing checks using specified web sites to ensure no CONTRACTOR employee/volunteer is or has become during the course of their employment, a federally excluded provider.

EXHIBIT B
COMPENSATION

BUDGET DETAIL AND PAYMENT PROVISIONS

**From the effective date through June 30, 2022
(and each subsequent automatic renewal thereof)**

I. MAXIMUM PAYMENT TO CONTRACTOR

- A. COUNTY shall reimburse CONTRACTOR on a monthly basis in the amount of \$998.00 per bed per day, filled or unfilled for two (2) beds with the exception of beds filled by individuals who do not qualify for Medi-Cal, hereafter referred to as “indigent” clients. The per day per bed fee for these “indigent” clients shall be \$1,098.00 for the additional costs CONTRACTOR incurs for ancillary medication, labs, and other medical supplies. At the sole discretion of COUNTY, CONTRACTOR will not be reimbursed for those units of service that were provided without COUNTY authorization.
1. For fiscal years with a Leap Year, an additional bed day shall be added for each COUNTY bed at the current rate per day and the contract maximum shall be adjusted accordingly.
- B. Additional charges for authorized One to One Services: If COUNTY’s client requires enhanced one to one supervision after the initial 72 hours in CONTRACTOR’s facility; CONTRACTOR will request authorization from COUNTY to approve this level at a rate of \$28.00 per hour.
- C. Adjustment to Day Rates. In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR for expenditures made in accordance with Exhibit B. With the approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the daily rates provided the total contract maximum remains unchanged. Such changes shall not be effective unless and until written notice of the date and nature of the change and the consent by CONTRACTOR and the foregoing COUNTY’s Health and Human Services Agency representative has been given in writing to the Napa County Auditor Controller and to the Clerk of the Board of Supervisors. No such changes in the rates shall add a new type of services to those services set forth in Exhibit B of the Agreement.
- D. As noted in Exhibit A, Section II (SERVICE REQUIREMENTS), Section B, 2 (Service Standards), COUNTY shall not penalize CONTRACTOR if placement is not available at the time of patient discharge. CONTRACTOR may charge COUNTY for additional day(s) beyond discharge readiness at the full non-administrative rate.
- E. By the tenth (10th) of each month, CONTRACTOR shall provide COUNTY an approved and correct census statement and supporting documentation identifying: beneficiary, service provider, type of service and requisite service code, date/s of service, time of day and length of time of services.

- F. If, for any reason, CONTRACTOR is unable to perform the duties as outlined in this Agreement, CONTRACTOR shall refund COUNTY for all services not rendered within thirty (30) days from the date services ceased.

II. COMPENSATION FOR SERVICES

- A. It is understood that the validity of invoices, in terms of their compliance with state regulations, is subject to the review of the State of California and the COUNTY, and that COUNTY will be making payments on said invoices in advance of said review and approval by the State, and in advance of other reimbursement by the State to COUNTY for sums expended there under. In the event any invoice is disapproved by the State, CONTRACTOR shall take all actions necessary to obtain such approval. In the event that COUNTY is not reimbursed by the State for any amount it has paid to CONTRACTOR hereunder, CONTRACTOR shall reimburse COUNTY in the amount of such overpayment within thirty (30) days or, at the sole discretion of COUNTY's Mental Health Director, COUNTY may withhold such amounts from any payments due under this Agreement or any successor Agreement.
- B. It is understood that any records of revenues or expenditures under this contract may be subject to compliance with applicable regulations, including but not limited to Federal, State and County regulations, and may be audited by the appropriate agency. In the event of an audit disallowance of any invoiced costs, which is subject to compliance with regulations, COUNTY shall not be liable for any lost revenue resulting there from.
- C. COUNTY will bill the services performed by CONTRACTOR and provided by CONTRACTOR to various private or governmental third party payors. COUNTY is the only party who may bill and seek reimbursement for the services performed by CONTRACTOR to COUNTY. CONTRACTOR is prohibited from seeking any reimbursement, including but not limited to various private or governmental third party payors (e.g., Medicare, Medi-Cal, TRICARE, Champus) or other individuals, for any of the services performed by CONTRACTOR. CONTRACTOR will cooperate with COUNTY to facilitate HHSA obtaining the maximum legal reimbursement for the services provided. CONTRACTOR is responsible for ensuring adherence to this provision.
- D. The daily rate CONTRACTOR will charge COUNTY for individuals who do not have Medi-Cal at the time of admission to CONTRACTOR's facility but may qualify for Medi-Cal retrospectively will be \$998 per day per bed. In the event these individuals do not qualify for Medi-Cal or have Kaiser Medi-Cal CONTRACTOR shall invoice and COUNTY shall pay an additional \$100 per bed day for ancillary medication, labs, and other medical supplies for each day the individuals resides in CONTRACTOR's facility.
- E. All invoices submitted to COUNTY shall meet compliance with the Health Insurance Portability and Accountability Act (HIPPA) and shall specifically contain ICD codes for all diagnoses from the most current version in use.

III. USE OF FUNDS AND PAYMENT LIMITATION

- A. CONTRACTOR shall use the funds provided by COUNTY exclusively for the purposes of performing the services described in Exhibit A.
- B. COUNTY shall reimburse CONTRACTOR monthly after submittal of a Napa County vendor claim invoice and supporting documentation identifying: beneficiary, service provider, type of service and requisite service code, date of service, time of day and length of time of services.
- C. If for any reason CONTRACTOR is unable to perform the duties as outlined in this Agreement, CONTRACTOR shall refund COUNTY for all services not rendered within thirty (30) days from the date services ceased.
- D. CONTRACTOR shall be liable for State audit exceptions due to inadequate documentation as per medical necessity documentation requirements and not actual medical necessity and shall reimburse COUNTY for any recoupments ordered by the State within sixty (60) days of the date of the State's or COUNTY'S notice of recoupment order. If CONTRACTOR fails to reimburse the COUNTY within the time period, the COUNTY may offset the unpaid amount against any sums due from COUNTY to CONTRACTOR pursuant to this Agreement or any other agreement or obligation.
- E. COUNTY shall be liable for State audit exceptions should the patient not meet medical necessity criteria for placement.

IV. METHOD AND PLACE OF SUBMITTING INVOICES AND MAKING PAYMENTS

- A. All invoices and payments shall be made in writing and may be given by personal delivery or mail. Invoices and payments sent by mail should be addressed as follows:

COUNTY	CONTRACTOR
Napa County Health & Human Services Agency Mental Health Division Attn: Utilization Review Coordinator 2751 Napa Valley Corporate Drive, Building A Napa, California 94559	Crestwood Behavioral Health, Inc. PO Box 980966 West Sacramento, California 95798 209-955-2364 msmith@cbhi.net

And when addressed as shown above, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, invoices and payments shall be deemed given at the time of actual delivery.

- B. All Invoices shall be submitted within 60 days of service date or will not be paid.

V. FINANCIAL STATEMENTS AND AUDITS

- A. CONTRACTOR shall submit an annual cost report due by August 31st following the end of the fiscal year. The June payment for the current fiscal year may be withheld until the cost report is received by the COUNTY.
- B. CONTRACTOR agrees to furnish annual audited financial statements for the previous fiscal year to the COUNTY by June 30th of each calendar year.
- C. CONTRACTOR agrees to furnish all records and documents within a reasonable time, in the event that the COUNTY, State or Federal Government conducts an audit.

EXHIBIT C

SECTION 2. GENERAL TERMS AND CONDITIONS --VERSION 12

2.1 Term of the Agreement.

(a) Term. The term of this Agreement shall commence on the date first written on page 1 and shall expire on the expiration date set forth on page 1 unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Other Termination) or 2.23(a) (Covenant of No Undisclosed Conflict).

(b) Automatic Renewal. The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the same terms and conditions, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30. COUNTY authorizes the Department Director to determine whether this Agreement shall not be renewed and to provide the written notice of the intention to not renew on behalf of COUNTY.

(c) Obligations Extending Beyond Term. The obligations of the parties under Paragraphs 2.7 (Insurance) and 2.8 (Hold Harmless/Defense/Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15 (Confidentiality), 2.20 (Taxes), 2.21 (Access to Records/Retention), 2.31 (Compliance with Federal Health Care Program Requirements), 2.32 (Compliance with State Medi-Cal Specialty Mental Health Services Requirements), and 2.33 (Compliance with Mental Health Activities Requirements). To the extent the paragraphs referenced in this Paragraph 2.1 may be modified by Specific Terms and Conditions contained in SECTION 3 of this Agreement, the modifications shall also continue after the expiration date or early termination.

2.2 Scope of Services. CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A."

2.3 Compensation.

(a) Compensation/Maximum. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates and/or in the amount(s) set forth in Exhibit "B". The maximum payment for the initial term of this Agreement, and the successive maximum payments for each subsequent automatically renewed term, shall each be that maximum amount set forth on page 1; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

(b) Advance Funding.

1. Use of Funds. To the extent this Agreement may permit advance funding of services and expenses, use of funds delineated in this Agreement is limited to the term of performance unless otherwise modified in accordance with Paragraph 2.17 (Amendment/Modification). COUNTY may at its discretion recapture funds obligated under the authority of this Agreement if expenditure plans are not being met.

2. Reversion of Funds. If funds awarded to CONTRACTOR have not been expended in accordance with this Agreement and COUNTY has determined after consultation with CONTRACTOR that funds will not be spent in a timely manner, such funds will revert to COUNTY for that reason and to the extent permitted by and in a manner consistent with federal and state law, regulations, and policies.

(c) Availability of Funds. It is mutually understood that, for the benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional and/or state legislative appropriation of funds in order to avoid program and fiscal delays that would occur if the Agreement were

executed after that determination was made. If funding of this Agreement is dependent upon the availability of congressional and legislative appropriation of funds, then:

1. This Agreement shall be deemed automatically terminated if the Congress and and/or the State Legislature do not appropriate funds needed for this Agreement;

2. At COUNTY's discretion, this Agreement may be deemed automatically terminated or this Agreement may be modified or amended in accordance with Paragraph 2.17 (Amendment/Modifications), if the Congress and/or State Legislature do not appropriate sufficient funds needed for this Agreement; and

3. This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or State Legislature, or any statute enacted by the Congress or State Legislature, that may in any manner affect the provisions, terms, or funding of this Agreement.

- (d) COUNTY may withhold any compensation due CONTRACTOR as an offset for any revenues lost arising from an act or omission in billing or documentation practices by CONTRACTOR. CONTRACTOR shall make COUNTY whole for any such lost revenues.

2.4 Method of Payment.

- (a) Invoices. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked or, where compensation is on a per-task basis, a description of the tasks completed during the billing period, the person(s) actually performing the services and the position(s) held by such person(s), and the approved hourly or task rate. Where expense reimbursement is sought, the invoice shall describe the nature and cost of the expense, the task(s) if any to which the expense was related, and the date incurred. CONTRACTOR shall submit invoices not more often than monthly to the Contract Administrator. After review and approval as to form and content, the invoice shall be submitted to the Napa County Auditor no later than fifteen (15) calendar days following receipt.

- (b) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Contract Administrator upon request during the term of this Agreement in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

2.5 Independent Contractor.

CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits.

CONTRACTOR shall, at CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

2.6 Specific Performance. It is agreed that CONTRACTOR, including the agents, employees and authorized subcontractors of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

2.7. Insurance. CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 2.7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Health and Human Services Agency prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be

required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) **Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in 2.7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 2.7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file with the evidence of coverage an endorsement waiving subrogation.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) **Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) **Inclusion in Subcontracts.** CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 2.7.

(f) Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve CONTRACTOR, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

2.8 Hold Harmless/Defense/Indemnification.

(a) **In General.** To the full extent permitted by law, CONTRACTOR shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence

or willful acts of COUNTY or its officers, agents, employees or volunteers or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Obligations Relating to Criminal Background Checks.

1. If CONTRACTOR's obligations under this Agreement involve contact with vulnerable populations such as children, elderly, mentally ill or disabled persons (hereafter in this paragraph referred to as "third persons"), then CONTRACTOR shall investigate by reasonable means, including but not limited to obtaining information from official government sources as the result of taking fingerprints, the criminal background of each and all of its officers, agents, employees, interns, and volunteers, however denominated (hereafter, "employees"), who will have direct personal contact with, or provide direct personal services to, third persons in the performance of this contract. Depending upon the information acquired by its investigation, CONTRACTOR shall not allow any of its employees to have personal contact with, or provide direct personal services to, third persons where it may reasonably be concluded as a result of its investigation that an employee should not have such contact or provide such service. Nothing herein requires CONTRACTOR to investigate the criminal background of an employee who is currently licensed by the State of California and whose license requires a criminal background investigation.

2. Notwithstanding anything to the contrary in (a) or (c), CONTRACTOR shall defend and indemnify COUNTY and its officers, agents and employees from any and all claims, actions, settlements or judgments of whatever kind which may arise from the failure of CONTRACTOR to conduct the criminal background investigation described in this subparagraph (b) or from the failure of CONTRACTOR after the investigation to reasonably disallow an employee from having such personal contact or providing such direct personal service.

(c) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

2.9 Termination for Cause.

(a) If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 2.13 (Notices).

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.10 Other Termination.

(a) This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination.

(b) The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to terminate this Agreement under this Paragraph.

2.11. Disposition of, Title to and Payment for Work upon Expiration or Termination.

(a) Upon expiration or termination of this Agreement, if and to the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(b) Upon expiration or termination of this Agreement, all finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof.

(c) Notwithstanding the provisions set forth in subparagraph (b) above, if the services involve development or improvement of previously patented inventions or previously copyrighted software, upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(d) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to receipt of notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or was otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

2.12 No Waiver. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

2.13 Notices.

(a) In General. Except as set forth in subparagraph (b) below with respect to notice of automatically adopted provisions, all notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this subparagraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier. Any mailed notice, demand, request, consent, approval or communication that COUNTY desires to give to CONTRACTOR shall be addressed to CONTRACTOR's Contract Contact Person at the mailing address set forth in SECTION 1 of this Agreement. Any mailed notice, demand, request, consent, approval or communication that CONTRACTOR desires to give to COUNTY shall be addressed to COUNTY's Contract Administrator at the mailing address set forth in SECTION 1 of this Agreement. Either party may change its address by notifying the other party of the change of address.

(b) Provisions Adopted Automatically. COUNTY reserves the right to provide notice to CONTRACTOR via facsimile of terms, which automatically become part of this Agreement upon approval by the Napa County Board of Supervisors. Notice delivered by facsimile shall be deemed to have been received on the date a successful delivery confirmation report is generated.

(c) Waiver of Notice by CONTRACTOR. If receipt of notice is refused by CONTRACTOR or if notice is undeliverable due to CONTRACTOR's failure to provide a change of address, notice shall be deemed waived and COUNTY may proceed as though notice were accomplished.

2.14 Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use. CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Future versions of the following policies shall automatically become part of this Agreement upon approval by the Napa County Board of Supervisors and notice to CONTRACTOR pursuant to Paragraph 2.13. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment."

(c) Drug and Alcohol Policy.

(d) Napa County Information Technology Use and Security Policy. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

2.15 Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive or create, if any, in trust and confidence, except with the prior written approval of COUNTY, as expressed through the Department Director. Upon cancellation or expiration of this Agreement, to the extent permitted by law, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR.

(2) CONTRACTOR agrees to adhere to the applicable terms regarding the privacy and security of Protected Information as set forth in the COUNTY-entity agreements identified in Paragraph 1.8 of Section 1 of this Agreement (Contract Administration). CONTRACTOR shall also observe and comply with those requirements set forth in "Addendum For Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at:

www.countyofnapa.org.

(3) CONTRACTOR shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information, including, but not limited to, PHI and PII. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 2.15.

(4) CONTRACTOR agrees to notify COUNTY, by and through the Napa County Privacy Officer at 2751 Napa Valley Corporate Dr. Suite B, Napa, CA 94559, or 707.253-4715 immediately in the following instances:

- (A) Upon the discovery of a breach of PHI/PII/other Protected Information in electronic or other media;
- (B) Upon the discovery that PHI/PII/other Protected Information was, or is reasonably believed to have been accessed or acquired by an unauthorized person;
- (C) Upon the discovery of a suspected security incident that involves PHI/PII/other Protected Information; or
- (D) Upon the discovery of any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PHI/PII/other Protected Information.

(5) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of PHI/PII/other Protected Information, or its unauthorized access to or disclosure of PHI/PII/or other Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) To the extent CONTRACTOR creates, is provided, or has access to applications and records concerning any individual made or kept by COUNTY in connection with public social services (records) as defined in California Welfare & Institutions Code Section 10850, CONTRACTOR shall maintain the confidentiality of such records in accordance with Section 10850, except as otherwise permitted by COUNTY and as necessary for purposes of providing services under this Agreement.

(d) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

(e) HHSA Contractor Security Requirements. Whenever CONTRACTOR utilizes their own equipment to perform work under this Agreement, CONTRACTOR warrants that they have reviewed "HHSA Contractor Security Requirements" and can adhere to the minimum standards at all time. A copy of "HHSA Contractor Security Requirements" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

2.16 No Assignments or Subcontracts.

(a) In general. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Department Director.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

2.17 Amendment/Modification.

(a) Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, by the Department Director (as long as the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed \$10,000), or by COUNTY's Purchasing Agent (as long as

the aggregate compensation payable to CONTRACTOR by COUNTY under this and all prior agreements with CONTRACTOR will not exceed the maximum aggregate amount for Purchasing Agent contracts as specified by Napa County Code section 2.36.040 (G)) or by COUNTY's Board of Supervisors (in all other instances), in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed by "Exhibit A." Failure of CONTRACTOR to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

(b) Notwithstanding anything to the contrary in (a), this Agreement may be unilaterally modified by COUNTY upon written notice to CONTRACTOR under the following circumstances:

1. There is a decrease in state or federal funding needed for this Agreement;
2. There is a no-cost extension of the end date of the Agreement as authorized by a state or federal funding source; or
3. There is a change in state/federal law or regulation requiring a change in a provision of this Agreement.

(c) The Department Director is delegated the authority to modify this Agreement in accordance with subparagraph (b), but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; provided, however, that nothing in this delegation prevents the Department Director from requesting the Board of Supervisors to modify this Agreement under subparagraph (b).

2.18 Interpretation; Venue.

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

2.19 **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. **CONTRACTOR acknowledges its independent duty to be and to remain informed of all changes in such laws without reliance on COUNTY to provide notice of such changes.** Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS, use of family care leave, or political affiliation or belief. CONTRACTOR

shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Federal Grant Source. Notwithstanding anything to the contrary in this Agreement, if the funds for this Agreement are derived from a grant from a federal agency, pursuant to 29 CFR 97.36(i)(8) and (9), CONTRACTOR is hereby notified of, and shall comply with the requirements and regulations imposed by the federal granting agency with respect to any discovery or invention which arises or is developed pursuant to this Agreement, and pertaining to any copyrights or rights in data created or otherwise developed when engaging in activities of CONTRACTOR under this Agreement. The requirements and regulations imposed by the federal granting agency are set forth in the original grant agreement specified in Section 1 of the Agreement and are incorporated by reference herein. The original grant agreement is on file with the Clerk of the Board of Supervisors.

(d) Prevailing Wages. If the services to be provided relate to construction or pre-construction-related services, including but not limited to testing, surveying, and inspection, then this Agreement includes the following provisions:

(1) Affected work. CONTRACTOR shall comply with Labor Code sections 1774 and 1775 in relation to payment of prevailing wages for any portion of the required work performed under this Agreement on or after January 1, 2002 relating to construction design, testing, surveying and/inspection work, and construction if the State Director of Industrial Relations has established prevailing wage rates for the types of work involved.

(2) Prevailing wages rates. In accordance with the provisions of Section 1774 of the Labor Code of the State of California, to the extent the Director of Industrial Relations has established the general prevailing rate of wages (which rate includes employer payments for health and welfare, pension, vacation and similar purposes) for the above-described portions of the work required under this Agreement, such rates of wages will be on file and available for inspection at the office of the County of Napa Department of Public Works, 1195 Third Street, Room 201, Napa, California.

(3) Payroll records. In accordance with Labor Code section 1776, a copy of all payrolls for work subject to this subparagraph shall be submitted weekly to COUNTY's Director of Public Works. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also

indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Director of Public Works or his designee or on any form with identical wording. CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors.

(4) Apprentices. CONTRACTOR shall be responsible for ensuring compliance with the provisions of Labor Code section 1777.5 relating to employment and payment of apprentices for work under this Agreement relating to land surveying and/or construction inspection if the total compensation to be paid CONTRACTOR for such work is \$30,000 or more.

(e) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 2.19 in all such subcontracts as obligations of the subcontractor.

(f) Notwithstanding any other provisions of this contract, CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement.

2.20 Taxes. CONTRACTOR agrees to file all applicable federal and state tax returns or applicable withholding documents and to pay all applicable taxes or to make all required withholdings on amounts paid pursuant to this Agreement, and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

2.21 Access to Records/Retention. COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records, including clinical documentation, for at least ten (10) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

2.22 Authority to Contract. CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement. The parties further warrant that the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective parties and that any action necessary to bind each such party has been taken by that party prior to entering into this Agreement.

2.23 Conflict of Interest.

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to

conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement. The Department Director is delegated the authority to terminate this Agreement in accordance with this Paragraph on behalf of COUNTY, but may exercise such authority only after consultation with, and concurrence of, the County Counsel and the County Executive Officer or their respective designees; however, nothing in this delegation prevents the Department Director from requesting the Board of Supervisors terminate this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder "assuming office", "annual", and "leaving office" Statements of Economic Interest as a "consultant", as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless COUNTY, through a person authorized to execute this Agreement on behalf of COUNTY, or the Department Director, has determined in writing that CONTRACTOR, although holding a "designated" position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY's Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

2.24 Non-Solicitation of Employees. Each party agrees not to solicit for employment the employees of the other party who were directly involved in the performance of the services hereunder for the term of this Agreement and a period of six (6) months after termination of this Agreement except with the written permission of the other party, except that nothing in this Paragraph shall preclude either party from publishing or otherwise distributing applications and information regarding that party's job openings where such publication or distribution is directed to the general public.

2.25 Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

2.26 Attorney's Fees. In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

2.27 Severability. If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

2.28 Entirety of Contract. This Agreement, including documents incorporated by reference and not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

2.29. Other Terms and Conditions [Reserved.]

2.30 Acknowledgment of Funds; Compliance with Government Code Section 7550.

(a) **In General.** Because the monies provided by COUNTY are funded by taxpayer dollars, it is important that the public know the individuals and organizations that are receiving funds from COUNTY under this Agreement. Therefore, CONTRACTOR shall acknowledge funding received under this Agreement in statements or printed materials relating thereto. All printed materials shall contain the following information in a type size and style appropriate to the materials: “Made possible by funding provided by the County of Napa.”

(b) **Compliance With Government Code Section 7550.** In addition, if the Scope of Work includes preparation of a document or written report and the total cost of the work is more than \$5,000, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report as required by Government Code section 7550. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

2.31 **Compliance with Federal Health Care Program Requirements.** If CONTRACTOR will be performing services under this Agreement that are covered by a Federal Health Care Program, then:

(a) CONTRACTOR shall observe and comply with all applicable Federal Health Care Program Requirements, including but not limited to those requirements set forth in “Addendum For Contracts Involving Federal Health Care Programs—Revision of March 22, 2021.” The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and is online at:

www.countyofnapa.org.

(b) CONTRACTOR shall attend and/or provide Compliance Trainings as required by the Department Director unless otherwise deemed exempt by the Department Director or designee thereof.

(c) CONTRACTOR shall make COUNTY whole for any revenues lost arising from an act or omission in billing practices by CONTRACTOR.

(d) CONTRACTOR warrants that no one providing services is an Excluded Individual as such term is defined for Federal Health Care Programs.

(e) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with the obligations imposed by the “Addendum for Contractors Involving Federal Health Care Programs”. Said penalties and fines that may be assessed are as follows: civil monetary penalties of \$11,000 per item or service; treble damages for the submission of claims for reimbursement from an excluded health care provider.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR’s failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the Addenda in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR agrees to abide by COUNTY'S policies entitled "Whistleblower Protections", "The False Claims Act (Federal & State Statutes) & Other Administrative Remedies & Statutes", "Federal Anti-Kickback Prohibitions" and "Physicians Referrals – The Stark Law". The policies are on file with the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(i) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.32 Compliance with State Medi-Cal Specialty Mental Health Services Requirements. If CONTRACTOR, under this Agreement, is required to and performs services that are covered by a State Medi-Cal Specialty Mental Health Services Program, then:

(a) CONTRACTOR shall observe and comply with all applicable State Medi-Cal Specialty Mental Health Services Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Medi-Cal Specialty Mental Health Services--Revision No. 1" for services performed on or after July 1, 2014. The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

(b) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator, or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(c) CONTRACTOR is subject to any audits of its services or claims conducted by the Department, the California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(d) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, disallowances for payment or lost revenues identified and discovered by COUNTY that are attributable to CONTRACTOR's actions when performing its obligations under this Agreement, such as insufficient documentation by CONTRACTOR of Medical Necessity or billing errors by CONTRACTOR that preclude COUNTY from claiming the Federal Financial Participation share of Medi-Cal or State General Funds.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the applicable Addendum in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.33 Compliance with Mental Health Activities Requirements. If CONTRACTOR, under this Agreement, is required to perform mental health activities, then:

(a) CONTRACTOR shall provide such documentation as required by the Department Director, Contract Administrator or designees thereof at any time for purposes of quality assurance, audit, or to substantiate claims for payment. COUNTY may elect to withhold payment, or request reimbursement of payments made, for failure by CONTRACTOR to provide such documentation as required by COUNTY.

(b) CONTRACTOR shall be subject to any audits of its services or claims conducted by Department, California State Department of Mental Health or other auditors. Any resulting audit exemption shall be repaid to COUNTY.

(c) CONTRACTOR shall make COUNTY whole for any losses, including, but not limited to, lost revenues as identified and discovered by the COUNTY that are attributable to CONTRACTOR's performance under this Agreement such as CONTRACTOR's insufficient documentation of services as required by the Agreement.

(e) To the extent that CONTRACTOR must make COUNTY whole under this Paragraph, COUNTY may elect to withhold any payments for past services, offset against any payments for future services for which CONTRACTOR provides, or demand reimbursement without offset.

(f) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with all applicable requirements.

(g) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party; CONTRACTOR shall include the provisions of this Paragraph in all such subcontracts as obligations of the subcontractor.

(h) CONTRACTOR shall provide copies of any and all clinical documentation supporting the services it provided pursuant to this Agreement at any time requested by COUNTY, including after this Agreement is terminated. CONTRACTOR shall provide copies of documentation requested by COUNTY immediately, and by no later than 14 calendar days, after such request is made. As set forth in Paragraph 2.21, CONTRACTOR is required to maintain all records, including clinical documentation, for a period of ten (10) years after COUNTY makes final payment for any work authorized pursuant to this Agreement and after all audit and fiscal matters are closed by COUNTY, whichever is later. Failure by CONTRACTOR to provide such documentation upon request by COUNTY shall subject contractor to monetary damages, in addition to CONTRACTOR reimbursing the payments it received from COUNTY for services related to the requested

documentation, and all remedies and damages that COUNTY may seek for CONTRACTOR'S breach of its specific performance of the services provided pursuant to this Agreement.

2.34 Compliance with Federal Health Insurance Portability and Accountability Act of 1996. If CONTRACTOR shall perform services under this Agreement involving the receipt, use, or disclosure of protected health information, then:

(a) Federal and other applicable law. CONTRACTOR shall observe and comply with all applicable requirements of the Federal Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder by the U.S. Department of Health and Human Services (collectively referred to as "HIPAA"), and other applicable laws.

(b) HIPAA Business Associate Agreement. If applicable, CONTRACTOR shall comply with the terms and conditions of the HIPAA Business Associate Agreement previously entered into with COUNTY, which is incorporated by reference herein and on file with the Clerk of the Board of Supervisors.

(c) Use or Disclosure of Protected Health Information. CONTRACTOR may use or disclose protected health information for the purpose of performing functions, activities for or on behalf of COUNTY, as specified in this Agreement, provided that such use or disclosure would not violate HIPAA, if done by COUNTY, or the provisions of any applicable HIPAA Business Associate Agreement.

(d) Subcontractors. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall require compliance with all applicable HIPAA provisions, other applicable law, and any applicable HIPAA Business Associate Agreement(s) in such subcontracts as obligations of the subcontractor.

2.35 Compliance With COUNTY's Obligations Under Contracts With Other Entities. If CONTRACTOR under this Agreement shall perform services as a subcontractor under COUNTY's contract(s) with other entities, including, but not limited to State and Federal Agencies, and such services involve the use or disclosure of personally identifiable information, then:

(a) CONTRACTOR shall observe and comply with all applicable terms of COUNTY's contract(s) with other entities, including, but not limited to, those requirements set forth in "Addendum For Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" which is incorporated by reference herein, is on file with the Clerk of the Board of Supervisors and the Department, and is also online at: www.countyofnapa.org.

(b) CONTRACTOR shall pay any penalty or fine assessed against COUNTY arising from CONTRACTOR's failure to comply with the obligations imposed by the "Addendum for Contracts Involving Personally Identifiable Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities".

(c) To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include the provisions of the "Addendum for Contracts Involving Protected Information Subject to Confidentiality or Security Provisions of County's Agreements with Other Entities" in all such subcontracts as obligations of the subcontractor.

2.36 Napa Health Matters Listing. If CONTRACTOR is an organization providing health, human, or social services of a type recognized for listing on the "Napa Health Matters" website, CONTRACTOR agrees to maintain a current and accurate listing on www.NapaHealthMatters.org for such services.

2.37 Licensure Status.

(a) **License in Good Standing.** If CONTRACTOR is providing services under this Agreement as a state-licensed professional, CONTRACTOR shall ensure that CONTRACTOR's professional license is in good standing with all applicable licensing boards. CONTRACTOR understands COUNTY may terminate the Agreement if CONTRACTOR fails to maintain a current professional license in good standing. For purposes of this Agreement, "license in good standing" means there is no suspension, revocation or probation for any reason (including the failure to pay licensing fees), nor any restriction upon the provisions of the license: including, but not limited to, restrictions placed by a licensing agency upon CONTRACTOR's license pursuant to any consent or settlement agreement or to an administrative decision of the licensing agency.

(b) **Expiration of License.** In the event that CONTRACTOR's professional license is not renewed on or before its expiration, CONTRACTOR shall neither provide nor be reimbursed for services pursuant to this Agreement commencing the day after license expiration and until CONTRACTOR's professional license is renewed. For purposes of this Agreement, renewal date is the date the licensing board issues a renewed license, and it is irrelevant whether the licensing board subsequently recognizes any lapse in licensure.

2.38 Code of Ethics. CONTRACTOR understands that Napa County Health and Human Services (HHSA) has adopted a Code of Ethics. If the Department Director determines that the HHSA Code of Ethics applies to CONTRACTOR's activities under this Agreement, CONTRACTOR shall read, understand, and abide by the Code of Ethics, and CONTRACTOR shall on an annual basis provide written certification to HHSA that CONTRACTOR has received, read, understands, and will abide by HHSA's Code of Ethics. The Code of Ethics may be found online at www.countyofnapa.org or may be obtained from HHSA upon written request.

2.39 Electronic Billing System. CONTRACTOR understands that Napa County Health and Human Services (HHSA) operates an electronic billing system program, which seeks reimbursement from the State of California for the delivery of alcohol, drug abuse and mental health services. If CONTRACTOR provides any services related to alcohol, drug abuse or mental health services under the terms of CONTRACTOR's Agreement, CONTRACTOR agrees, upon request of the Director of HHSA or the Director's designee, to implement the COUNTY's sponsored electronic health record system as part of CONTRACTOR's requirement for the delivery of these services.

2.40 Audit Report Requirements. If COUNTY has determined that CONTRACTOR is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et. seq., CONTRACTOR represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by COUNTY as set forth in 2 C.F.R. § 200 et. seq., as currently enacted or as may be amended throughout the term of this Agreement. CONTRACTOR shall observe and comply with all applicable Audit Report Requirements, including but not limited to those requirements set forth in "Addendum for Contracts Involving Federal Awards." The Addendum is incorporated by reference as if set forth herein. A copy of the Addendum is on file with and available for inspection in the offices of the Clerk of the Napa County Board of Supervisors and the Department and are also online at: www.countyofnapa.org.

ADDENDUM FOR CONTRACTS INVOLVING FEDERAL HEALTH CARE PROGRAMS Revision of March 22, 2021

This Addendum for Contracts Involving Federal Health Care Programs (“Addendum”) establishes certain compliance guidelines in order to protect COUNTY, its Health & Human Services Agency (“HHSA”), and Federal Health Care Programs (“FHCPs”) from fraud, waste, or abuse in regard to CONTRACTOR’s performance of Covered Services under this Agreement.

I. Definitions. For the purposes of this Addendum, the following terms have the meanings set forth below.

Agency Officer means CONTRACTOR’s Chief Executive Officer, Chief Financial Officer, general counsel, director of health information management, director of human resources, Program Director, or Clinical Director.

Board Member means any member of CONTRACTOR’s Board of Directors or similar governing body.

Compliance Program means the policies, procedures, and/or processes created and implemented by CONTRACTOR that collectively satisfy the requirements of this Addendum in order to foster compliance with applicable Legal Requirements.

Confidential Disclosure Program means the program created by HHSA pursuant to federal statutes, regulations, and requirements for the confidential reporting of fraud, waste, and abuse.

Covered Individual means any of the following:

- Any employee, paid or unpaid intern, volunteer, independent contractor, or subcontractor of CONTRACTOR’s that meets any of the following:
 - Provides a Covered Service.
 - Has been determined by a manager of CONTRACTOR to be a Covered Individual.
- Any Agency Officer of CONTRACTOR.

Covered Lite means a program funded in whole or in part by any agency of the federal government or any FHCP, but which is determined by HHSA to not provide a Covered Service, and as a result, whose compliance training requirements are adjusted by HHSA on a case-by-case basis. An example of a contractor that may be determined to be Covered Lite would be a contractor that delivers program administrative services that indirectly benefit HHSA Beneficiaries.

Covered Service means any service that includes ordering, providing, documenting, coding, or billing, directly or indirectly, in whole or in part, for any service payable by a FHCP. Covered Services may also include administrative and management services, such as health information technology services and support, strategic planning, billing and accounting, staff training or personnel services.

Disclosure Statement means the Napa County Health and Human Services Agency Provider Disclosure Statement.

Exclusion Screening means screening conducted by CONTRACTOR of any and all Covered Individuals to identify any excluded individuals or entities utilizing, at a minimum, all of the following databases:

- The HHS/OIG List of Excluded Individuals/Entities.
- The System for Award Management.
- The Medi-Cal Suspended and Ineligible Provider List.
- The Social Security Administration's Death Master File.

Federal Health Care Program ("FHCP") means a federally funded program that pays or reimburses HHSA for Covered Services that it or its contractors provide in compliance with all applicable all Legal Requirements. FHCPs include, but are not limited to, Medicare, Medicaid, Medi-Cal, and other federally funded programs administered by the California Department of Health Care Services ("DHCS").

HHSA Beneficiary means any person or individual receiving any services from HHSA, or any person or individual who received Covered Services monitored, reviewed, approved, or paid for, in whole or in part, by HHSA.

HHSA Compliance & Privacy Officer means the individual, or designee, designated and communicated to CONTRACTOR by HHSA as the HHSA Compliance & Privacy Officer for the purposes of the Agreement.

In-County Services means the provision of any Covered Service by CONTRACTOR to any HHSA Beneficiary at any location within the geographic boundaries of Napa County, including at any HHSA facility.

Legal Requirement means any and every FHCP law, rule, regulation, program guideline, term of an agreement between COUNTY and DHCS, or any requirement imposed by HHSA on CONTRACTOR through a contract or policy, or other requirement that applies to CONTRACTOR's performance of Covered Services under the Agreement, as such requirement may from time to time be amended.

Out-of-County Services means the provision of any Covered Service by CONTRACTOR to any HHSA Beneficiary at any location not within the geographic boundaries of Napa County.

Privacy and Security Incident means any potential or actual breach of information deemed confidential by any federal or state law, relating to any HHSA Beneficiary or any Covered Service provided by CONTRACTOR.

Suspended Status means a status applied to CONTRACTOR by HHSA when CONTRACTOR meets all of the following conditions:

- CONTRACTOR provides only Specialty Mental Health Covered Services, as defined by DHCS.
- During a consecutive six-month period, CONTRACTOR has not:
 - Provided any Covered Service to any HHSB Beneficiary; or
 - Housed any HHSB Beneficiary in any facility owned or operated by CONTRACTOR.

II. General Compliance Requirements.

- A. Compliance with Legal Requirements. CONTRACTOR shall comply with all Legal Requirements applicable to the Covered Services provided by CONTRACTOR under this Agreement, whether or not referenced, directly or indirectly, in this Addendum. In the event that a provision of this Addendum is or becomes incompatible with a Legal Requirement, the Legal Requirement shall control.
- B. Documentation Compliance. CONTRACTOR shall abide by all HHSB policies and procedures, as provided and required by HHSB, relating to clinical or documentation issues.
- C. Reporting of Privacy and Security Incidents. CONTRACTOR, and all of CONTRACTOR's Covered Individuals, shall report any known or discovered Privacy and Security Incident to the HHSB Compliance & Privacy Officer.
- D. Hours of Operation. CONTRACTOR shall have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which CONTRACTOR offers services to non-Medi-Cal beneficiaries. If CONTRACTOR only serves Medi-Cal beneficiaries, CONTRACTOR shall require that hours of operation are comparable to the hours CONTRACTOR makes available for Medi-Cal services that are not covered by CONTRACTOR, or a subcontractor.
- E. Timely Access Requirements. CONTRACTOR shall comply with all mechanisms to ensure that network providers comply with the timely access requirements set forth in California law and regulations. CONTRACTOR shall cooperate with monitoring procedures to regularly determine network provider compliance with timely access requirements. CONTRACTOR shall take corrective action if there is a failure to comply with timely access requirements.

III. Compliance Program Required. CONTRACTOR shall develop and implement a Compliance Program that meets or exceeds the requirements set forth in this Addendum. Failure to develop and implement a Compliance Program shall constitute a material breach of the Agreement.

IV. Compliance Program Requirements Prior to Execution of Agreement. The following requirements shall be fulfilled by CONTRACTOR prior to CONTRACTOR's execution of the Agreement.

- A. Acknowledgement of Code of Ethics.
 1. Applicable Code of Ethics.

- a. If CONTRACTOR provides In-County Services, HHSA's Code of Ethics, as provided to CONTRACTOR by HHSA, shall be the Applicable Code of Ethics.
- b. If CONTRACTOR provides only Out-of-County Services, CONTRACTOR may select either of the following to be the Applicable Code of Ethics:
 - i. HHSA's Code of Ethics, as provided to CONTRACTOR by HHSA; or
 - ii. CONTRACTOR's Code of Ethics, if pre-approved by the HHSA Compliance and Privacy Officer.
2. CONTRACTOR shall provide HHSA with written acknowledgment that CONTRACTOR and all of CONTRACTOR's Covered Individuals and Board Members shall abide by the Applicable Code of Ethics.
3. CONTRACTOR shall obtain and retain from each Covered Individual and each Board Member a signed written statement acknowledging and agreeing to abide by the Applicable Code of Ethics.

B. Exclusion Screening.

1. Exclusion Screening for All Covered Individuals and Board Members. CONTRACTOR shall conduct Exclusion Screening for all Covered Individuals and Board Members. CONTRACTOR shall retain evidence of the completion of Exclusion Screening.
2. Method for Completing Exclusion Screening.
 - a. CONTRACTOR must select, and notify HHSA of that selection, any of the following methods to comply with the Exclusion Screening requirement:
 - i. Contract with HHSA's current vendor for Exclusion Screening services.
 - ii. Contract with a vendor of CONTRACTOR's choosing for Exclusion Screening services.
 - iii. Submit to the HHSA Compliance & Privacy Officer an alternative plan proposal that provides for Exclusion Screening. Such proposal shall be accepted or rejected as fulfillment of the Exclusion Screening requirement at the sole discretion of HHSA Compliance & Privacy Officer.
 - b. If CONTRACTOR decides, at any point after making an initial selection of an Exclusion Screening selection, that CONTRACTOR wishes to select a different Exclusion Screening method from the options above, CONTRACTOR shall promptly notify the HHSA Compliance & Privacy Officer of the newly selected option.

3. Written Certification of Exclusion Screening Results.

- a. After conducting Exclusion Screening, CONTRACTOR shall provide to HHSA a written statement certifying all of the following, if true:
 - i. Neither CONTRACTOR nor any of CONTRACTOR's Covered Individuals or Board Members is currently excluded, suspended, debarred, or otherwise ineligible to participate in an FHCP;
 - ii. Neither CONTRACTOR nor any of CONTRACTOR's Covered Individuals or Board Members has been convicted of a criminal offense relating to the provision of health care items or services; and
 - iii. If CONTRACTOR has previously been excluded, suspended, debarred, or ineligible to participate in an FHCP, that CONTRACTOR has been reinstated to participation and that any period of exclusion, suspension, debarment, or ineligibility has concluded.
- b. If, after conducting Exclusion Screening, CONTRACTOR is unable to provide truthful certification of all of the statements in Section IV.B.3.a., above, CONTRACTOR shall immediately notify HHSA.

C. Staff List and Organization Chart.

1. *Staff List.* CONTRACTOR shall provide to HHSA a list containing the names and position titles of all of the following:
 - a. All Agency Officers;
 - b. All Board Members; and
 - c. All other Covered Individuals who will work in any program that provides a Covered Service.
2. *Organization Chart.* CONTRACTOR shall provide to HHSA an organization chart that includes all of the following:
 - a. Identification of all administrative units, including fiscal units, that provide support to any Covered Service; and
 - b. CONTRACTOR's hierarchical structure, linking all Covered Individuals to the CONTRACTOR's Chief Executive Officer or Agency Officer of equivalent responsibility.

D. Disclosure of Ownership and Control Interests. CONTRACTOR shall submit to the HHSA contract manager for the relevant HHSA division a Disclosure Statement that meets all of the

requirements of this section. If CONTRACTOR utilizes any subcontractor that provides a Covered Service, CONTRACTOR shall also submit to the HHSA contract manager for the relevant HHSA division a Disclosure Statement completed by the subcontractor that meets all of the requirements of this section.

1. The Disclosure Statement shall include all information required pursuant to 42 CFR 455.100, *et seq.*
2. The Disclosure Statement must be completed by an authorized representative of the CONTRACTOR or subcontractor, as applicable. CONTRACTOR, or the relevant subcontractor, shall designate its authorized representative for the purpose of this requirement.

E. Information to be Provided by CONTRACTOR to CONTRACTOR's Covered Individuals. CONTRACTOR shall provide to all of CONTRACTOR's Covered Individuals the information or materials identified in this section.

1. CONTRACTOR shall inform all Covered Individuals of HHSA's Confidential Disclosure Program.
2. CONTRACTOR shall provide to all Covered Individuals the Applicable Code of Ethics.
3. CONTRACTOR shall provide to all Covered Individuals HHSA's toll-free telephone number for confidential reporting of suspected violations of law, regulations, policies, or the Applicable Code of Ethics.

V. Ongoing Compliance Program Requirements During Term of Agreement. The following requirements shall be fulfilled by CONTRACTOR throughout the term of the Agreement.

A. Submission of Progress Note Documentation.

1. CONTRACTOR shall submit to HHSA a copy of all progress note documentation for all Covered Services provided to any HHSA Beneficiary during the first six months following the full execution of the Agreement. CONTRACTOR shall provide this documentation to HHSA as soon as reasonably practicable following the end of the first six months of the term of the Agreement.
2. CONTRACTOR shall allow any duly authorized representative of the HHSA division responsible for the Agreement to conduct an annual site visit to any CONTRACTOR site outside of the geographical boundaries of Napa County for the purposes of performing a progress note compliance review for the previous six months. CONTRACTOR shall allow such representative access to the records necessary to fulfill this requirement.

B. Monthly Requirements. The following requirements shall be fulfilled by CONTRACTOR on a monthly basis during the term of the Agreement.

1. *Exclusion Screening.* CONTRACTOR shall conduct Exclusion Screening for all Covered Individuals and Board Members as described in Section IV.B.1 and Section IV.B.2., above. Should CONTRACTOR discover that any Covered Individual or Board Member is excluded, suspended, debarred, or otherwise ineligible to participate in an FHCP, CONTRACTOR shall notify HHSA immediately.
- C. Semi-Annual Requirements. The following requirements shall be fulfilled by CONTRACTOR on a semi-annual basis (in January and in June of each year) during the term of the Agreement.
1. *Updated Staff List.* CONTRACTOR shall provide HHSA with an updated staff list meeting the requirements described in Section IV.C.1., above, that includes all Covered Individuals, Board Members, and Agency Officers, including those added to CONTRACTOR's organization or newly assigned to provide a Covered Service since CONTRACTOR last provided HHSA with such a staff list.
- D. Annual Requirements. The following requirements shall be fulfilled by CONTRACTOR on an annual basis (in January of each year) during the term of the Agreement.
1. *Updated Organization Chart.* CONTRACTOR shall provide HHSA with an updated organization chart meeting the requirements described in Section IV.C.2., above, that includes all Covered Individuals, including those added or newly assigned to provide a Covered Service, and including any structural or hierarchical changes made since CONTRACTOR last provided HHSA with such an organization chart.
 2. *Acknowledgement of Code of Ethics.* CONTRACTOR shall obtain and retain from each Covered Individual a signed written statement acknowledging and agreeing to abide by the Applicable Code of Ethics.
 3. *Disclosure of Ownership and Control Interests.* CONTRACTOR, and any subcontractor of CONTRACTOR, if applicable, shall submit to the HHSA contract manager for the relevant HHSA division a Disclosure Statement that meets all of the requirements described in Section IV.D., above.
- E. Other Requirements. The following requirements shall be fulfilled by CONTRACTOR as specified during the term of the Agreement.
1. *Disclosure of Ownership and Control Interests.* CONTRACTOR, and any subcontractor of CONTRACTOR, if applicable, shall submit to the HHSA contract manager for the relevant HHSA division a Disclosure Statement that meets all of the requirements described in Section IV.D., above, upon the following milestones:
 - a. Upon renewal of the Agreement; and
 - b. Within 35 days of a change in ownership of a fiscal agent, as defined in 42 CFR 455.100, *et seq.*

VI. Compliance Program Requirements for New Hires or Newly Assigned Covered Individuals. The following requirements shall be fulfilled by CONTRACTOR as specified upon the hiring of a new Covered Individual or the assignment of existing CONTRACTOR staff to a position that provides a Covered Service.

- A. Notification to HHSA. Within 30 days of hiring a new Covered Individual or assigning existing staff to provide a Covered Service, CONTRACTOR shall notify HHSA about such action and inform HHSA as to whether or not said individual will be expected to provide a Covered Service to any HHSA Beneficiary.
- B. Requirements Upon or Prior to Hiring of a New Covered Individual. Upon or before CONTRACTOR hires any individual who will become a Covered Individual, CONTRACTOR shall fulfill the following requirements:
 - 1. *Queries Relating to Eligibility.* CONTRACTOR shall query and obtain a satisfactory answer from the prospective Covered Individual with regard to all of the following:
 - a. Whether the prospective Covered Individual is now or ever has been excluded, suspended, debarred, or otherwise ineligible to participate in an FHCP;
 - b. Whether the prospective Covered Individual has been convicted of a criminal offense related to the provision of health care items or services; and
 - c. If the prospective Covered Individual has been excluded, suspended, debarred, or otherwise ineligible to participate in an FHCP, whether the prospective Covered Individual has been reinstated to participate in all FHCPs.
 - 2. *Exclusion Screening.* CONTRACTOR shall conduct Exclusion Screening for the prospective Covered Individual as described in Section IV.B.1 and Section IV.B.2., above.

VII. Alternative Compliance Program for Contractors Deemed Covered Lite. If CONTRACTOR is determined by HHSA to be Covered Lite, CONTRACTOR's full compliance with the requirements of this section shall be deemed complete fulfillment of CONTRACTOR's Compliance Program requirements.

- A. General Requirements for Contractors Deemed Covered Lite. If CONTRACTOR is deemed by HHSA to be Covered Lite, CONTRACTOR shall fulfill all of the following requirements upon or before execution of the Agreement.
 - 1. CONTRACTOR shall provide to HHSA a staff list that meets all of the requirements described in Section IV.C.1., above.
 - 2. CONTRACTOR shall provide to HHSA an organization chart that meets all of the requirements described in Section IV.C.2., above.

3. CONTRACTOR shall submit to HHSA a signed Organizational Provider New Covered Individual Notification Form for each Covered Individual.
 4. CONTRACTOR shall provide the HHSA Fiscal Contract Analyst with the information necessary to conduct Exclusion Screening of CONTRACTOR.
- B. Requirements for Contractors Deemed Covered Lite Providing In-County Services. If CONTRACTOR is deemed by HHSA to be Covered Lite, and CONTRACTOR provides In-County Services, CONTRACTOR shall fulfill all of the following requirements within 30 days of the full execution of the Agreement.
1. CONTRACTOR shall provide HHSA with written documentation showing that all Covered Individuals have completed, at a minimum, HHSA's one-hour General Compliance and Ethics Training.

VIII. Effect and Removal of Suspended Status.

- A. Effect of Suspended Status. If CONTRACTOR is placed on Suspended Status, CONTRACTOR shall be exempt from and shall not be required to comply with any and all requirements as described in Sections V, VI, or VII during the period during which CONTRACTOR is deemed to be on Suspended Status.
- B. Removal From Suspended Status. CONTRACTOR shall be no longer be deemed to be on Suspended Status upon the engagement of CONTRACTOR by HHSA to provide any Covered Service to any HHSA Beneficiary, or upon the actual provision of any Covered Service by CONTRACTOR to any HHSA Beneficiary, including the placement of any HHSA Beneficiary into any facility owned or operated by CONTRACTOR.
- C. Compliance Program Requirements Upon Removal From Suspended Status. Within 30 days of being removed from Suspended Status, CONTRACTOR shall comply with all of the following.
1. *Updated Staff List.* CONTRACTOR shall provide HHSA with an updated staff list meeting the requirements described in Section IV.C.1., above, that includes all Covered Individuals, Board Members, and Agency Officers, including those added to CONTRACTOR's organization or newly assigned to provide a Covered Service since CONTRACTOR last provided HHSA with such a staff list.
 2. *Updated Organization Chart.* CONTRACTOR shall provide HHSA with an updated organization chart meeting the requirements described in Section IV.C.2., above, that includes all Covered Individuals, including those added or newly assigned to provide a Covered Service, and including any structural or hierarchical changes made since CONTRACTOR last provided HHSA with such an organization chart.

3. *Acknowledgement of Code of Ethics.* CONTRACTOR shall obtain and retain from each Covered Individual a signed written statement acknowledging and agreeing to abide by the Applicable Code of Ethics.
 4. *Disclosure of Ownership and Control Interests.* CONTRACTOR, and any subcontractor of CONTRACTOR, if applicable, shall submit to the HHSA contract manager for the relevant HHSA division a Disclosure Statement that meets all of the requirements described in Section IV.D., above.
 5. *Exclusion Screening.* CONTRACTOR shall conduct Exclusion Screening for all Covered Individuals and Board Members as described in Section IV.B.1 and Section IV.B.2., above. Should CONTRACTOR discover that any Covered Individual or Board Member is excluded, suspended, debarred, or otherwise ineligible to participate in an FHCP, CONTRACTOR shall notify HHSA immediately.
- D. Failure to Comply. In the event that CONTRACTOR fails to comply with the requirements described in Section VIII.C., above, HHSA shall have the authority to suspend all payments under the Agreement until HHSA is satisfied that CONTRACTOR has fully complied with Section VIII.C.

IX. Effect of Exclusion.

- A. Exclusion of CONTRACTOR. If HHSA learns that CONTRACTOR is excluded, suspended, debarred, or otherwise ineligible to participate in an FHCP, or that CONTRACTOR has been charged with a criminal offense relating to any FHCP, CONTRACTOR shall be removed responsibility for, or involvement with, any and all of HHSA's business operations relating to any FHCP. HHSA shall additionally remove CONTRACTOR and all of CONTRACTOR's Covered Individuals from any position in which CONTRACTOR's payments under the Agreement may be paid, in whole or in part, directly or indirectly, by reimbursement or other payment from any FHCP or any other source of federal funds. Such removals shall remain in effect unless and until such time that CONTRACTOR is reinstated to HHSA's satisfaction.
- B. Exclusion of Covered Individual or Board Member. If HHSA learns that any of CONTRACTOR's Covered Individuals or Board Members is excluded, suspended, debarred, or otherwise ineligible to participate in an FHCP, or has been convicted of a criminal offense relating to the provision of health care services, CONTRACTOR shall ensure that said Covered Individual or Board Member does not perform any work, either directly or indirectly, relating to the provision of a Covered Service to any HHSA Beneficiary.

X. Record Retention, Audits, and Access to Records.

- A. Record Retention. CONTRACTOR shall retain all records, documents, contracts, and similar materials, whether stored in physical or electronic form, relating to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the agreement to which this Addendum is attached, and determinations of amounts payment for a period of 10 years from the date of creation.

- B. Cooperation with Audits. CONTRACTOR agrees to cooperate fully with any requests for information from HHSA which may be necessary to complete any internal or external audits.
- C. Audits by Other Agencies.
1. *Access to Facilities and Administrative Records.* For a period of 10 years from the end of the term of the Agreement, or from the date of completion of any audit, whichever is later, CONTRACTOR shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the Agreement, or determinations of amounts payable available at any time for inspection, examination or copying by the Department of Health & Human Services, Centers for Medicare & Medicaid Services, HHS Inspector General, United States Comptroller General, their designees, and other authorized federal and state agencies. CONTRACTOR shall allow the Department of Health Care Services, Centers for Medicare & Medicaid Services, and/or the HHS Inspector General to inspect, evaluate, and audit any subcontractor of CONTRACTOR at any time when there is a reasonable possibility of fraud or similar risk.
 2. *Access to Records Relating to Quality, Appropriateness, and Timeliness of Services.* CONTRACTOR shall allow the Department of Health Care Services, Centers for Medicare & Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate CONTRACTOR's and any subcontractors' performance under the Agreement, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the contractor and its subcontractors pertaining to such services at any time. CONTRACTOR shall allow such inspection, evaluation, and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the end of the term of the Agreement, or, in the event that CONTRACTOR has been notified that an audit or investigation of the Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.

XI. Remedies and Right of Termination. In addition to and without waiving any other remedies available at law or as specified in the Agreement, HHSA shall have the right to seek remedies, including termination of the Agreement, as described below.

- A. Protection from Excluded Individuals. Notwithstanding any of the provision of this Addendum or the Agreement, HHSA may, at its discretion, terminate the Agreement or require adequate assurance (as determined by HHSA) that no excluded, suspended, debarred, or otherwise ineligible individual will perform work, either directly or indirectly, relating to any Covered Service for any HHSA Beneficiary. In the event that HHSA determines, in its sole discretion, that termination of the Agreement is not a viable option for HHSA, HHSA shall reserve the right to take other appropriate action necessary to prevent fraud, waste, or abuse.

- B. Material Breach. HHSA shall have the right to terminate the Agreement in the event of any material breach of this Addendum or the Agreement, including but not limited to, failure by CONTRACTOR to develop or implement a Compliance Program, and any breach of HHSA's Code of Ethics when HHSA's Code of Ethics is the Applicable Code of Ethics for CONTRACTOR.



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-246

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Health & Human Services Agency

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Agreement with California Department of Public Health (HIV/AIDS Data Use and Disclosure Agreement)

RECOMMENDATION

Director of Health and Human Services requests approval of and authorization for the Chair to sign Agreement No. 220230B, a Data Use and Disclosure Agreement with the California Department of Public Health for the term April 20, 2021 through April 19, 2026 setting forth the privacy and security requirements the County is required to follow with respect to the State's enhanced HIV/AIDS Case Reporting System.

EXECUTIVE SUMMARY

The California HIV/AIDS Case Reporting System Data Use And Disclosure Agreement sets forth the information privacy and security requirements that Napa County Public Health is obligated to follow with respect to all HIV/AIDS Case Reporting System data and other personal and confidential information. This Agreement covers Protected Data in any medium (paper, electronic, oral) in which the Protected Data exist. By entering into this Agreement, the County agrees to protect the privacy and provide for the security of all Protected Data in compliance with all state and federal laws applicable to the Protected Data.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Additional Information	Please send all originals, along with a certified minute order reflecting approval back to department.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California

Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

This agreement was received from the California Department of Public Health (CDPH) in December of 2021 and spans a period from April 20, 2021 through April 19, 2026. The purpose of this Agreement is to permit exchange of Enhanced HIV/AIDS Reporting System (eHARS) data [data in or from the central registry maintained by CDPH of demographic, clinical, HIV risk behavior, vital status, health facility, and administrative information on all reported HIV infections and AIDS diagnoses in California] between local health jurisdictions and CDPH. Enhanced HIV/AIDS Reporting System (eHARS) is a browser-based application provided by the Centers for Disease Control and Prevention (CDC). CDPH Office of AIDS uses eHARS to collect, manage, and report California's HIV/AIDS case surveillance data to CDC. The exchange is necessitated by the California Code of Regulations, which dictates that case report information from laboratories and health care providers is reportable to the local health officer who thereafter reports this information to CDPH. California's decentralized eHARS thus facilitates local as well as state access to data to facilitate local care, prevention and surveillance activities, including local application to Federal Ryan White Part A funds and locally tailored prevention services. The privacy and security requirements of this agreement have been reviewed by the Information Technology Department and Quality Management Division to ensure compliance, and any Public Health staff with access to HIV/AIDS data are trained on the requirements and must sign a confidentiality agreement. There is no cost to Napa County and, if approved, the executed agreement will remain in effect for five years.

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CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM DATA USE AND DISCLOSURE AGREEMENT

This California HIV/AIDS Case Reporting System Data Use And Disclosure Agreement (hereinafter referred to as "Agreement") sets forth the information privacy and security requirements that County of Napa (hereinafter "Data Recipient") is obligated to follow with respect to all HIV/AIDS Case Reporting System data, and other personal and confidential information, (as each of these types of data and information are defined herein), disclosed to Data Recipient by the California Department of Public Health (CDPH) (such Enhanced HIV/AIDS Case Reporting System [eHARS] data and other personal and confidential information are also referred to herein collectively as "Protected Data"). This Agreement covers Protected Data in any medium (paper, electronic, oral) the Protected Data exist in. By entering into this Agreement, CDPH and Data Recipient desire to protect the privacy and provide for the security of all Protected Data in compliance with all state and federal laws applicable to the Protected Data. Permission to receive and use Protected Data requires execution of this Agreement that describes the terms, conditions and limitations of Data Recipient's use of the Protected Data.

I. Supersession: This Agreement supersedes Agreement Number 49-1, dated 4/19/16, between CDPH and Data Recipient.

II. Definitions: For purposes of this Agreement, the following definitions shall apply:

A. Breach: "Breach" means:

1. The acquisition, access, use, or disclosure of Protected Data, in any medium (paper, electronic, oral), in violation of any state or federal law or in a manner not permitted under this Agreement, that compromises the privacy, security, or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means to pose a significant risk of financial, reputational, or other harm to an individual or individuals; or
2. The same as the definition of "breach of the security of the system" set forth in California Civil Code Section 1798.29(f).

B. Confidential Information: "Confidential Information" means information that:

1. Does not meet the definition of "public records" set forth in California Government Code Section 6252, subdivision (e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
2. Meets the definition of "confidential public health record" set forth in California Health and Safety Code Section 121035, subdivision (c); or
3. Is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CDPH.

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- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any other manner of information. “Disclosure” includes the disclosure, release, transfer, dissemination, or communication of all or any part of any confidential research record orally, in writing, or by electronic means to any person or entity, or providing the means for obtaining the records (California Health and Safety Code Sections 121035 and 121125).
- D. eHARS Data: “eHARS data” means data in or from the central registry maintained by CDPH of demographic, clinical, HIV risk behavior, vital status, health facility, and administrative information on all reported HIV infections and AIDS diagnoses in California, known as eHARS. “eHARS data” specifically includes all information contained in or extracted from the following:
1. The CDPH HIV/AIDS Confidential Case Report Form, Adult (CDPH 8641A);
 2. The CDPH HIV/AIDS Confidential Case Report Pediatric Form (CDPH 8641P);
 3. Birth certificate document;
 4. Death document;
 5. Laboratory document;
 6. Pre-test document;
 7. Post-test document; or
 8. Administrative data (document identification, system dates) from eHARS.
- E. Personal Information: “Personal Information” means information, in any medium (paper, electronic, oral) that:
1. By itself, directly identifies, or uniquely describes an individual; or
 2. Creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. Meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a); or
 4. Is one of the data elements set forth in California Civil Code section 1798.29, subdivisions (g)(1) or (g)(2); or
 5. Meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

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6. Meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3).

F. Protected Data: "Protected Data" means data that consists of one or more of the following types of information:

1. "eHARS Data", as defined above; or
2. "Confidential Information", as defined above.
3. "Personal Information", as defined above; or

G. Security Incident: "Security Incident" means:

1. An attempted breach; or
2. The attempted or successful modification or destruction of Protected Data, in violation of any state or federal law or in a manner not permitted under this Agreement; or
3. The attempted or successful modification or destruction of, or interference with, Data Recipient's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of Protected Data, or hinders or makes impossible Data Recipient's receipt, collection, creation, storage, transmission or use of Protected Data by Data Recipient pursuant to this Agreement.

H. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

III. Background and Purpose: The CDPH, Office of AIDS (OA) is designated by the California Health and Safety Code Section 131019 as the lead agency for coordinating state programs, services, and activities relating to HIV/AIDS. The primary mission of OA is to assess, prevent, and interrupt the transmission of HIV and to provide for the needs of infected Californians by identifying the scope and extent of HIV infection, providing for the needs which it creates, and disseminating timely and complete information. OA is responsible for oversight of HIV/AIDS case reporting in California and as such, maintains eHARS, a confidential, central registry of demographic and clinical information on all reported HIV infections and AIDS diagnoses in California. Case counts generated by this reporting system are used to inform funding allocations for such programs and activities as the Ryan White Program, Federal Centers for Disease Control and Prevention (CDC) prevention, and surveillance. The Health Resources and Services Administration uses HIV and AIDS case counts to determine Ryan White funding levels. Through Ryan White, California receives funding for a wide variety of health care and support services, which identify and coordinate efforts to assist California's most vulnerable HIV-positive populations. eHARS collects data to support HIV/AIDS surveillance according to CDC standards. Thus, the system is designed

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to collect, organize, manage, store, and retrieve data CDC has identified as necessary to conduct HIV/AIDS case surveillance statewide.

The purpose of this Agreement is to permit exchange of eHARS information between California's local health jurisdictions and CDPH. This exchange is necessitated by California Code of Regulations (Title 17, Sections 2502, 2505, and 2641.5 through 2643.20), which dictates that case report information from laboratories and health care providers is reportable to the local health officer who thereafter reports this information to CDPH (a decentralized system). California's decentralized eHARS thus facilitates local as well as CDPH access to eHARS data to facilitate local care, prevention, and surveillance activity, including local application to Federal Ryan White Part A funds and locally tailored prevention services.

- IV. Legal Authority for Disclosure and Use of Protected Data: The legal authority for CDPH to collect, use, and disclose Protected Data, and for Data Recipient to receive and use Protected Data is as follows:

A. General Legal Authority:

List of Reportable Diseases and Conditions:

1. California Health and Safety Code Section 120130 provides in part as follows: "The department shall establish a list of reportable diseases and conditions. For each reportable disease and condition, the department shall specify the timeliness of requirements related to the reporting of each disease and condition, and the mechanisms required for, and the content to be included in, reports made pursuant to this section. The list of reportable diseases and conditions may include both communicable and noncommunicable diseases. Those diseases listed as reportable shall be properly reported as required to the department by the health officer"
2. Title 17, California Code of Regulations, Section 2500, subdivision (g), provides in part as follows: "Upon the State Department of Public Health's request, a local health department shall provide to the department the information reported pursuant to this section "

B. California HIV/AIDS-Specific Legal Authority:

1. Disclosure Permitted for Public Health Purposes: California Health and Safety Code Section 121025, subdivision (a) provides as follows: "Public health records relating to [HIV/AIDS], containing personally identifying information, that were developed or acquired by state or local public health agencies, or an agent of such an agency, shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes"
2. Disclosure Permitted to Carry Out the Investigation, Control, or Surveillance Duties of CDPH and Data Recipient: California Health and Safety Code Section 121025, subdivision (b), provides as follows: "In accordance with subdivision (g) of Section 121022, a state or local

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public health agency, or an agent of such an agency, may disclose personally identifying information in public health records . . . to other local, state, or federal public health agencies . . . when the confidential information is necessary to carry out the duties of the agency . . . in the investigation, control, or surveillance of disease, as determined by the state or local public health agency.”

3. Further Disclosure Permitted For Public Health Purposes: California Health and Safety Code Section 121025, subdivision (c) provides as follows: “Except as provided in paragraphs (1) to (3), inclusive, any disclosure authorized by subdivision (a) or (b) shall include only the information necessary for the purpose of that disclosure and shall be made only upon agreement that the information will be kept confidential and will not be further disclosed without written authorization, as described in subdivision (a)”
4. Only Minimum Necessary Disclosure Permitted: California Health and Safety Code Section 121025, subdivision (c), provides as follows: “Any disclosure authorized shall include only the information necessary for the purpose of that disclosure ”
5. Agreement Required: California Health and Safety Code Section 121025, subdivision (c), provides as follows: “[Disclosure] shall be made only upon agreement that the information will be kept confidential and will not be further disclosed without written authorization [by the subject of the information] ”
6. No Liability for HIV/AIDS Reporting: California Health and Safety Code Section 120980, subdivision (i), provides an exemption from liability for disclosure of HIV/AIDS reporting: “Nothing in this section imposes liability or criminal sanction for disclosure of an HIV test, as defined in subdivision (c) of Section 120775, in accordance with any reporting requirement for a case of HIV infection, including AIDS by the [California Department of Public Health]”
7. AIDS Reporting: Title 17, California Code of Regulations, Section 2502, subdivision (b), provides in part as follows: Individual Case and Outbreak Reports: For the diseases listed below, the local health officer shall prepare and send to the Department along with the summary report described in (a) above an individual case or outbreak report for each individual case/outbreak of those diseases which the Department has identified as requiring epidemiological analysis reported pursuant to Section 2500. At the discretion of the director, the required individual case/outbreak report may be either a Confidential Morbidity Report (PM-110 1/90), its electronic equivalent or a hard copy 8.5 x 11 inch individual case/outbreak report form. The Weekly Morbidity by Place of Report form (DHS 8245 11/95) indicates which format to use. Each individual case report shall include the following: 1) verification of information reported pursuant to Section 2500; 2) information on the probable source of infection, if known; 3) laboratory or radiologic findings, if any; 4) clinical signs and/or symptoms, if applicable; and 5) any known epidemiological risk factors “An individual case report is required for the following diseases: Acquired Immune Deficiency Syndrome (AIDS)”

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8. HIV Infection Reporting:

- a. California Health and Safety Code Section 121022, subdivision (a) provides: "To ensure knowledge of current trends in the HIV epidemic and to assure that California remains competitive for federal HIV and AIDS funding, health care providers and laboratories shall report cases of HIV infection to the local health officer using patient names. Local health officers shall report unduplicated HIV cases by name to the [California Department of Public Health]."
- b. California Health and Safety Code Section 121022, subdivision (f) provides: "State and local health department employees and contractors shall be required to sign confidentiality agreements developed by the department that include information related to the penalties for a breach of confidentiality, and the procedures for reporting a breach of confidentiality . . ."
- c. California Health and Safety Code Section 121023, subdivision (a) provides: "Subject to subdivision (b), each clinical laboratory, as defined in Section 1206 of the Business and Professions Code, shall report all CD4+ T-Cell Test results to the local health officer for the local health jurisdiction where the health care provider facility is located within seven days of the completion of the CD4+ T-Cell test....."
- d. Title 17, California Code of Regulations, Section 2643.15, provides in part as follows: "The local health officer or his or her authorized designee shall match and induplicate laboratory reports of confirmed HIV tests with the local health department HIV/AIDS registry database and with HIV/AIDS case reports received from health care providers and not entered into the database. The health officer or his or her authorized designee shall, within 45 calendar days of receipt of a laboratory report of a confirmed HIV test, submit unduplicated HIV/AIDS case reports to the Department."

C. Health Insurance Portability and Accountability Act (HIPAA) Authority:

1. CDPH HIPAA Status: CDPH is a "hybrid entity" for purposes of applicability of the federal regulations entitled, "Standards for Privacy of Individually Identifiable Health Information," ("Privacy Rule") (Title 45, Code of Federal Regulations, Parts 160, 162, and 164) promulgated pursuant to HIPAA (Title 42, United States Code, Sections 1320d - 1320d-8). All of the CDPH programs that collect, use, or disclose Protected Data have been designated by CDPH as HIPAA-covered "health care components" of CDPH. (Title 45, Code of Federal Regulations, Section 164.504(c)(3)(iii).)
2. Parties Are "Public Health Authorities: CDPH and Data Recipient are each a "public health authority" as that term is defined in the Privacy Rule. (Title 45, Code of Federal Regulations, Sections 164.501 and 164.512(b)(1)(i).)

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3. Protected Data Use and Disclosure Permitted by HIPAA: To the extent a disclosure or use of Protected Data is a disclosure or use of “Protected Health Information” (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such Protected Data disclosure and/or use by CDPH and Data Recipient, without the consent or authorization of the individual who is the subject of the PHI:
 - a. The HIPAA Privacy Rule creates a special rule for a subset of public health disclosures whereby HIPAA cannot preempt state law if, “[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention.” (Title 45, Code of Federal Regulations, Section 160.203(c).) [NOTE: See Sections IV.A and IV.B, above.];
 - b. A covered entity may disclose PHI to a “public health authority” carrying out public health activities authorized by law; (Title 45, Code of Federal Regulations, Section 164.512(b).); and
 - c. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific Protected Data uses and disclosures.
- V. Disclosure Restrictions: The Data Recipient, and its employees or agents, shall protect from unauthorized disclosure any Protected Data. The Data Recipient shall not disclose, except as otherwise specifically permitted by this Agreement, any Protected Data to anyone other than CDPH, except if disclosure is allowed or required by state or federal law.
- VI. Use Restrictions: The Data Recipient, and its employees or agents, shall not use any Protected Data for any purpose other than carrying out the Data Recipient's obligations under the statutes and regulations set forth in Section IV, above, or as otherwise allowed or required by state or federal law.
- VII. Safeguards: Data Recipient shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of Protected Data, including electronic or computerized Protected Data. The Data Recipient shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Data Recipient's operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this Agreement), and which incorporates the requirements of Section VIII, Security, below. Data Recipient shall provide CDPH with Data Recipient's current and updated policies.
- VIII. Security: The Data Recipient shall take all steps necessary to ensure the continuous security of all computerized data systems containing Protected Data. These steps shall include, at a minimum:

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- A. Complying with all of the data system security precautions listed in the Data Recipient Data Security Standards set forth in Attachment A to this Agreement;
- B. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

In case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to Protected Data from breaches and security incidents.

- IX. Security Officer: The Data Recipient shall designate a Security Officer to oversee its compliance with this Agreement and for communicating with CDPH on matters concerning this Agreement.
- X. Training: The Data Recipient shall provide training on its obligations under this Agreement, at its own expense, to all of its employees who assist in the performance of Data Recipient's obligations under this Agreement, or otherwise use or disclose Protected Data.
 - A. The Data Recipient shall require each employee who receives training to sign a certification, indicating the employee's name and the date on which the training was completed.
 - B. The Data Recipient shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.
- XI. Employee Discipline: Data Recipient shall discipline such employees and other Data Recipient workforce members who intentionally violate any provisions of this Agreement, including, if warranted, by termination of employment.
- XII. Employee/Contractor Security and Confidentiality Agreement: Prior to accessing protected data, Data Recipient employees and contractors will sign CDPH's confidentiality agreement, provide signed copies of these agreements to CDPH and review these agreements annually as required by law (See Attachment B, "Agreement by Employee/Contractor to Comply with Confidentiality Requirements" (CDPH 8689)).
- XIII. Breach and Security Incident Responsibilities:
 - A. Notification to CDPH of Breach or Security Incident: The Data Recipient shall notify CDPH **immediately by telephone call plus e-mail or fax** upon the discovery of a breach (as defined in this Agreement), **or within 24 hours by e-mail or fax** of the discovery of any security incident (as defined in this Agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact

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information listed in Section XIII (E), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves Protected Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Technology Service Desk at the telephone numbers listed in Section XIII (E), below. For purposes of this section, breaches and security incidents shall be treated as discovered by Data Recipient as of the first day on which such breach or security incident is known to the Data Recipient, or, by exercising reasonable diligence would have been known to the Data Recipient. Data Recipient shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is an employee or agent of the Data Recipient.

Data Recipient shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. Any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code Section 1798.29.

B. Investigation of Breach: The Data Recipient shall immediately investigate such breach or security incident, and within 72 hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. What data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
2. A description of the unauthorized persons known or reasonably believed to have improperly used the Protected Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the Protected Data, or to whom it is known or reasonably believed to have had the Protected Data improperly disclosed to them; and
3. A description of where the Protected Data is believed to have been improperly used or disclosed; and
4. A description of the probable causes of the breach or security incident; and
5. Whether California Civil Code Section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Data Recipient shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five working days of the discovery of the breach or security incident. The report shall

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include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.

- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Data Recipient is considered only a custodian and/or non-owner of the Protected Data, Data Recipient shall, at its sole expense, and at the sole election of CDPH, either:
1. Make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice of laws. The CDPH Privacy Officer shall approve the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. Cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Data Recipient shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Data Recipient. Said changes shall not require an amendment to this Agreement.

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
Deanna Sykes, Surveillance, Section Chief Office of AIDS, CDPH, MS 7700, P.O. Box 997426 Sacramento, CA 95899-7426 Deanna.Sykes@cdph.ca.gov Telephone: (916) 449-5835 Fax: (916) 449-5861	Privacy Officer Privacy Office, Office of Legal Services, CDPH 1415 L Street, Suite 600 Sacramento, CA 95814 privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office, CDPH, MS 6302 P.O. Box 997377 Sacramento, CA 95899-7377. cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

- XIV. Indemnification: Data Recipient shall indemnify, hold harmless and defend CDPH from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorney's fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Data Recipient, its officers, employees or agents relative to the Protected Data, including without limitation, any violations of Data Recipient's responsibilities under this Agreement.

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- XV. Term of Agreement: This Agreement shall remain in effect for five years after the latest signature date in the signature block below. After five years, this Agreement will expire without further action. If the parties wish to extend this Agreement, they may do so by reviewing, updating, and reauthorizing this Agreement. The newly signed agreement should explicitly supersede this Agreement, which should be referenced by Agreement Number and date in Section I of the new Agreement. If one or both of the parties wish to terminate this Agreement prematurely, they may do so upon 30 days advanced notice. CDPH may also terminate this Agreement pursuant to Section XVI, below.
- XVI. Termination for Cause:
- A. Termination Upon Breach: A breach by Data Recipient of any provision of this Agreement, as determined by CDPH, shall constitute a material breach of the Agreement and grounds for immediate termination of the Agreement by CDPH. At its sole discretion, CDPH may give Data Recipient 30 days to cure the breach.
 - B. Judicial or Administrative Proceedings: Data Recipient will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this Agreement. CDPH may terminate the Agreement if Data Recipient is found guilty of a criminal violation related to a violation of this Agreement. CDPH may terminate the Agreement if a finding or stipulation that the Data Recipient has violated any security or privacy laws is made in any administrative or civil proceeding in which the Data Recipient is a party or has been joined.
- XVII. Return or Destruction of Protected Data on Expiration or Termination: On expiration or termination of the agreement between Data Recipient and CDPH for any reason, Data Recipient shall return or destroy the Protected Data. If return or destruction is not feasible, Data Recipient shall explain to CDPH why, in writing, to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII (E), above.
- A. Retention Required by Law: If required by state or federal law, Data Recipient may retain, after expiration or termination, Protected Data for the time specified as necessary to comply with the law.
 - B. Obligations Continue Until Return or Destruction: Data Recipient's obligations under this Agreement shall continue until Data Recipient destroys the Protected Data or returns the Protected Data to CDPH; provided however, that on expiration or termination of the Agreement, Data Recipient shall not further use or disclose the Protected Data except as required by state or federal law.
 - C. Notification of Election to Destroy Protected Data: If Data Recipient elects to destroy the Protected Data, Data Recipient shall certify in writing, to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII (E), above, that the Protected Data has been destroyed.

County of Napa
Agreement No. 49-2

**CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM
DATA USE AND DISCLOSURE AGREEMENT**

- XVIII. Amendment: The parties acknowledge that federal and state laws relating to information security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of Protected Data. Upon CDPH request, Data Recipient agrees to promptly enter into negotiations with CDPH concerning an amendment to this Agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this Agreement upon 30-days written notice in the event:
- A. Data Recipient does not promptly enter into negotiations to amend this Agreement when requested by CDPH pursuant to this section; or
 - B. Data Recipient does not enter into an amendment providing assurances regarding the safeguarding of Protected Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of Protected Data.
- XIX. Assistance in Litigation or Administrative Proceedings: Data Recipient shall make itself and any employees or agents assisting Data Recipient in the performance of its obligations under this Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Data Recipient, except where Data Recipient or its employee or agent is a named adverse party.
- XX. Disclaimer: CDPH makes no warranty or representation that compliance by Data Recipient with this Agreement will be adequate or satisfactory for Data Recipient's own purposes or that any information in Data Recipient's possession or control, or transmitted or received by Data Recipient, is or will be secure from unauthorized use or disclosure. Data Recipient is solely responsible for all decisions made by Data Recipient regarding the safeguarding of Protected Data.
- XXI. Transfer of Rights: Data Recipient has no right and shall not subcontract, delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this Agreement to any other person or entity. Any such transfer of rights shall be null and void.
- XXII. No Third-Party Beneficiaries: Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Data Recipient and their respective successors or assignees, any rights, remedies, obligations or liabilities, whatsoever.
- XXIII. Interpretation: The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The

County of Napa
Agreement No. 49-2

**CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM
DATA USE AND DISCLOSURE AGREEMENT**

parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with federal and state laws.

- XXIV. Survival: The respective rights and obligations of Data Recipient under Sections VII, VIII and XII of this Agreement shall survive the termination or expiration of this Agreement .
- XXV. Entire Agreement: This Agreement constitutes the entire agreement between CDPH and Data Recipient. Any and all modifications of this Agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.
- XXVI. Severability: The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.
- XXVII. Signatures:

IN WITNESS, WHEREOF, the Parties have executed this Agreement as follows:

On behalf of the Data Recipient, County of Napa, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to abide by and enforce all the terms specified herein.

Ryan Gregory

(Name of Representative of County of Napa)

Chair of the Board of Supervisors (Title)

(Signature)

(Date)

On behalf of CDPH, the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

(Name of CDPH Representative)

(Title)

(Signature)

(Date)

APPROVED AS TO FORM

Office of County Counsel

By: 

Date: 11/24/22

County of Napa
Agreement No. 49-2

CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM DATA USE AND DISCLOSURE AGREEMENT

Attachment A

Data Recipient Data Security Standards

1. General Security Controls

- a. **Confidentiality Statement.** All persons that will be working with Protected Data must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to Protected Data. The statement must be renewed annually. The Data Recipient shall retain each person's written confidentiality statement for CDPH inspection for a period of three years following contract termination.
- b. **Background check.** Before a member of the Data Recipient's workforce may access Protected Data, Data Recipient must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Data Recipient shall retain each workforce member's background check documentation for a period of three years following contract termination.
- c. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store Protected Data must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- d. **Server Security.** Servers containing unencrypted Protected Data must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- e. **Minimum Necessary.** Only the minimum necessary amount of Protected Data required to perform necessary business functions may be copied, downloaded, or exported.
- f. **Removable media devices.** All electronic files that contain Protected Data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, Blackberry, back-up tapes, etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as AES, with a 128bit key or higher.
- g. **Antivirus software.** All workstations, laptops, and other systems that process and/or store Protected Data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- h. **Patch Management.** All workstations, laptops, and other systems that process and/or store Protected Data must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines

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CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM DATA USE AND DISCLOSURE AGREEMENT

installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

- i. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Protected Data. Username must be promptly disabled, deleted, or the

password changed upon the transfer or termination of an employee with knowledge of the password. Passwords: are not to be shared; must be at least eight characters; must be a non-dictionary word; must not be stored in readable format on the computer; must be changed every 60 days; must be changed if revealed or compromised and must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z);
- Lower case letters (a-z);
- Arabic numerals (0-9); and
- Non-alphanumeric characters (punctuation symbols).

- j. **Data Sanitization.** All Protected Data must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

- a. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- b. **Warning Banners.** All systems containing Protected Data must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- c. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for Protected Data, or which alters Protected Data. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If Protected Data is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three years after occurrence.
- d. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- e. **Transmission encryption.** All data transmissions of Protected Data outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as AES, with a 128bit key or higher. Encryption can be end to end at the network level, or the

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**CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM
DATA USE AND DISCLOSURE AGREEMENT**

data files containing Protected Data can be encrypted. This requirement pertains to any type of Protected Data in motion such as website access, file transfer, and e-mail.

- f. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting Protected Data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- a. **System Security Review.** All systems processing and/or storing Protected Data must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing Protected Data must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing Protected Data must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Controls

- a. **Disaster Recovery.** Data Recipient must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic Protected Data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- b. **Data Backup Plan.** Data Recipient must have established documented procedures to back-up Protected Data to maintain retrievable exact copies of Protected Data. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of back-up media, and the amount of time to restore Protected Data should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- a. **Supervision of Data.** Protected Data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Protected Data in paper form shall not be left unattended at any time in vehicles, planes, trains, or any other modes of transportation and shall not be checked in baggage on commercial airplanes.

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**CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM
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- b. **Escorting Visitors.** Visitors to areas where Protected Data is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** Protected Data must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for datasanitization when the CDPH PSCI is no longer needed.
- d. **Removal of Data.** Protected Data must not be removed from the premises of the Data Recipient except with express written permission of CDPH.
- e. **Faxing.** Faxes containing Protected Data shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- f. **Mailing.** Protected Data shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH-approved solution, such as a solution using a vendor product specified on the CSSI.

County of Napa
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CALIFORNIA ENHANCED HIV/AIDS CASE REPORTING SYSTEM DATA USE AND DISCLOSURE AGREEMENT

Attachment B

State of California—Health and Human Services Agency

California Department of Public Health
Office of AIDS

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

Employee name (print)	Employee Signature	Date
-----------------------	--------------------	------

Supervisor name (print)	Supervisor Signature	Date
-------------------------	----------------------	------

Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 8 6 8 9 (Revised 10/12)

CDPH 8713 (Revised 09/2020)

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Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-249

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Health & Human Services Agency

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Amendment No. 3 to Revenue Agreement with California Department of Public Health (Women, Infants and Children Program)

RECOMMENDATION

Director of Health and Human Services requests approval of and authorization for the Chair to sign Amendment No. 3 to Revenue Agreement No. 200130B with the California Department of Public Health, increasing the maximum by \$5,783 for a new maximum of \$2,872,114 for the term October 1, 2019 through September 30, 2022 to administer the Women, Infants and Children (WIC) Nutrition Program.

EXECUTIVE SUMMARY

This funding will enable the Public Health Division of the Health and Human Services Agency to create tools and strategies for improving and maintaining health through age-appropriate nutrition education, breastfeeding promotion and support, and referrals to health care, public assistance and other needed programs; issue monthly food benefits to eligible participants for specific nutritious foods to supplement the diets of participants on the program and maintain ongoing vendor support services.

The amendment increases the Agreement by \$5,783, for a total amount of \$2,872,114 to better support the County's needs, and is shifting funds in fiscal years 2019-2020, 2020-2021, and 2021-2022 to compensate the County for actual expenses incurred for the H.R. 6201-Families First Coronavirus Response Act.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health & Human Services Public Health
Is it Mandatory or Discretionary?	Mandatory

Is the general fund affected?	No
Future fiscal impact:	This Agreement terminates on September 30, 2022. Appropriations have been included in the approved Fiscal Year 2021-2022 budget and future fiscal years will be budgeted accordingly.
Consequences if not approved:	Approval of this Amendment will allow the County to utilize the additional funding for COVID related activities.
County Strategic Plan pillar addressed:	Livable Economy for All

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is a federally funded nutrition program that provides supplemental healthy foods, nutrition education and breastfeeding support to a specific target population as an adjunct to ongoing health care. WIC is available at no cost to eligible low income pregnant, breastfeeding and postpartum women and children under the age of five. The goal of the WIC program is to nourish, educate, support, and empower families in building a healthy future. Napa County WIC provides services to nearly 4,000 participants through sites in Napa, St. Helena, Calistoga and American Canyon. Approximately half the infants born in Napa County receive WIC services. The monthly food benefits issued by WIC increase participant access to healthy foods and contribute to the local economy.

The revenue is budgeted as follows:

Year 1 - October 1, 2019 through September 30, 2020: \$940,541

Year 2 - October 1, 2020 through September 30, 2021: \$964,145

Year 3 - October 1, 2021 through September 30, 2022: \$967,428

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER

19-10164

AMENDMENT NUMBER

A03

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Napa County

2. The term of this Agreement is:

START DATE

October 1, 2019

THROUGH END DATE

September 30, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$2,872,114.00 Two Million Eight Hundred Seventy-Two Thousand One Hundred Fourteen Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. This amendment is adding \$5,783.00 to the base funding, changing the total amount to read \$2,872,114.00, to better support the Contractor's needs and allow the Contractor to perform more of the same services. Funds were also shifted in fiscal year 3 to accommodate anticipated expenses.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

Napa County

CONTRACTOR BUSINESS ADDRESS

1195 Third Street, Suite 310

CITY

Napa

STATE

CA

ZIP

94558

PRINTED NAME OF PERSON SIGNING

Ryan Gregory

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

APPROVED AS TO FORM

Napa County Counsel

By: /S/ COREY S. UTSUROGI, Deputy

Page 1 of 1

Date: 12/22/2021

II. Certain changes made in this amendment are displayed as follows: Text additions are displayed in **bold and underline**. Text deletions are displayed with a strike through the text (i.e., ~~Strike~~).

III. Revised Exhibit A, Scope of Work, Provision 7.A.12) to include the following:

- e) **Continuous Time Reporting - Books for Kids Program (if applicable)**
The Contractor shall adhere to all fiscal procedures required for Books for Kids restricted funds and keep continuous time reports for all dual funded positions performing Books for Kids related duties as outlined in Exhibit A, Provision 7.A.27).

IV. Revised Exhibit A, Scope of Work, Provision 7.A. to include the following:

- 27) **Books for Kids Program (only applies to the Contractor that receives funds for this service)**

The Contractor will assure that the funding is spent on books for WIC participants 0-5 years old. Local agencies may subcontract the activity to another entity to purchase and distribute books for eligible WIC participants only. When subcontracting to another entity, data must be obtained and made available that identifies the number of WIC participants who receive the books and the number of books distributed by language.

V. Revised Exhibit B, Budget Detail and Payment Provisions, Provision 1.E. as follows:

E. Amounts Payable

The amounts payable under this agreement shall not exceed: ~~\$2,866,331.00~~ **\$2,872,114.00.**

Exhibit B, Attachment I
Budget Detail Worksheet
October 1, 2019 - September 30, 2022

Personnel	WIC Position Title	Exhibit A SOW 7.A.	Exhibit A Attach I	Current Base Annual Salary Minimum	Current Base Annual Salary Maximum	Year 1 10/1/2019 - 9/30/2020				Year 2 10/1/2020 - 9/30/2021				Year 3 10/1/2021 - 9/30/2022				
						Amended FTE	Amended Budgeted Amount	FTE Adj.	Amended FTE	Amended Budgeted Amount	FTE Adj.	Amended FTE	Amended Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total Budget Adj.	Amended Total	
WIC Manager (2)	1-23		5	122,117	148,450	0.10	17,395	0.10	14,846	0.10	(0.10)	0.00	98,241	(14,957)	47,168	32,211		
WIC Director (2)	1-23		1-7	81,328	97,469	0.98	95,525	0.98	95,525	0.98		0.98	98,241		287,291	287,291		
Registered Dietician (2)	1-3, 5-9, 12, 14, 15, 21, 22		1-5, 7	73,528	87,942	0.68	40,460	0.98	63,284	0.98		0.98	76,389		180,133	180,133		
Dietician Nutritionist (1) (2)	1-3, 6, 8, 9, 12, 14, 15, 21, 22		1-7	70,387	84,074	1.00	66,182	1.00	66,182	1.00		1.00	68,808		259,132	259,132		
WIC Nutrition Assistant (1) (2)	1-6, 8, 9, 12, 14, 15, 21, 22		1-5, 7	46,634	55,224	3.00	146,624	3.00	123,056	3.00		3.00	149,553		419,243	419,243		
Senior Office Assistant Clerk (1) (2)	1-6, 8, 9, 12, 15, 18, 21, 22		3-5, 7	47,894	59,830	1.60	73,729	1.60	63,521	1.60		1.60	91,381		248,631	248,631		
Office Assistant II Clerk (1) (2)	1-6, 8, 9, 12, 15, 21, 22		3-5, 7	44,158	52,187	1.00	63,182	1.00	53,754	1.00		1.00	54,197		171,093	171,093		
Overtime (3)						0.00	-	0.00	-	0.00		0.00	-	-	-	-		
Salaries and Wages						0.00	-	0.00	-	0.00		0.00	-	-	-	-		
Total FTE				8.38			523,047	8.68	520,158	8.68	(0.10)	8.58	569,488	(14,957)	1,612,891	1,597,734		
Fringe Benefits (4)				52.373%		Amended Budgeted Amount	273,225	48.59000%	255,744	52.09490%			255,673	(7,792)	822,642	814,850		
TOTAL PERSONNEL						Amended Budgeted Amount	776,172		772,892				865,189	(22,749)	2,435,333	2,412,584		
Operating Expenses		Exhibit A SOW 7.A.	Exhibit A Attach I			Amended Budgeted Amount									Total Budget Adj.	Amended Total		
General Expenses (5)	6,17,18,19		1-9			119,915			59,396				-	31,040	179,311	210,351		
Travel (6)	8		1-9			3,000			3,000				-	-	5,000	5,000		
Training	4,5,7,17		1-9			1,250			3,000				-	-	4,250	4,250		
Outreach/Media/Promotion	17		1-9						-				-	-	-	-		
Facility Costs (See Exhibit B, Attach II for breakdown) (7)	11		1-9			9,912			9,912				-	-	19,824	19,824		
TOTAL MAJOR EQUIPMENT		Exhibit A SOW 7.A.	Exhibit A Attach I			Amended Budgeted Amount	134,077		75,308					31,040	209,385	240,425		
Major Equipment (8) (Unit Cost of \$5,000 or More)	6,17,18,20,21		1-9												Total Budget Adj.	Amended Total		
Vehicles (9)	8,17,18,19		1-9						-						-	-		
Subcontracts (10)		Exhibit A SOW 7.A.	Exhibit A Attach I			Amended Budgeted Amount									Total Budget Adj.	Amended Total		
Indirect Costs															-	-		
Total Personnel Costs				1.2800%		Amended Budgeted Amount	10,192	15.0000%	115,935	11.02410%					92,978	219,105		
TOTAL INDIRECT COSTS							10,192		115,935						221,613	219,105		
TOTAL BUDGET						\$	940,541		\$	964,145		\$	961,645	\$	2,866,331	\$	2,872,114	
							\$	940,541		\$	964,145		Year 3 Contract Amount				\$	987,428
							\$	-		\$	-		Year 3 Funding Changes				\$	5,783
							\$	-		\$	-		Year 3 Check-Back/Errors				\$	-



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-250

TO: Board of Supervisors

FROM: Jennifer Yasumoto, Health & Human Services Agency

REPORT BY: Gaby Angeles, Staff Services Analyst II

SUBJECT: Amendment No. 2 to Revenue Agreement with the California Department of Public Health (Immunization Coordination for State Vaccine for Children Program)

RECOMMENDATION

Director of Health and Human Services requests approval of and authorization for the Chair to sign Amendment No. 2 to Revenue Agreement No. 180334B with the California Department of Public Health increasing the maximum by \$1,954,276 for a new maximum of \$2,309,970 for the term April 1, 2021 through June 30, 2022 to provide funding for the prevention and control of disease.

EXECUTIVE SUMMARY

Approval of the recommended action will enable the County to accept \$2,309,970 in funding from the California Department of Public Health, Immunization Branch, to support the Vaccine for Children (VFC) program, which is mandated by the State of California.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Health & Human Services Public Health
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	No
Future fiscal impact:	This Agreement terminates June 30, 2022. The State has allocated an additional \$1,954,276 for Fiscal Year 2021-2022. Appropriations were included in the approved Fiscal Year 2021-2022 budget.

Consequences if not approved:	If this Agreement is not approved, then the Public Health division will have to fund mandated services in the immunization program and perform vaccination planning and implementation with HHSA General Fund and/or Realignment.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Vaccine for Children (VFC) program is mandated by the State of California. The State provides the vaccine, and with the funding obtained from this revenue agreement, the Agency's Public Health Division is able to coordinate activities relating to the immunization of school-aged children. If the recommended agreement is not approved, Napa County will not receive funding from the State to offset the cost of coordinating the mandated services in the immunization program. The subvention funds include provision for the salary of the Immunization Coordinator who operates the County's VFC immunization program.

This amendment is to increase funding by \$1,954,276 to allow the county to continue performing the same services identified in Exhibit A, Grant Application, to provide funding for the prevention and control of disease.

The money from this grant funding provides oversight by the Immunization (IZ) Coordinator for eight mandated services: Vaccine Accountability and Management; Improving Vaccine Access and Coverage Rates; Immunization Information Systems; Perinatal Hepatitis B Prevention; Education, Information, Training and Partnerships; Prevention, Surveillance and Control of Vaccine Preventable Disease; Assess and Improve Compliance with Childcare and School Immunization Entry; and Improve and Maintain Preparedness for an Influenza Pandemic.

Through these activities, the IZ Coordinator provides education and guidance for county staff and community providers to ensure that all are compliant with storage and handling of vaccines. Community flu clinics, as well as special clinics, allow access to vaccines without incurring a charge. The IZ Coordinator assists providers with the California Immunization Registry (CAIR) information system in recording patient immunizations, helping with implementation for new providers and providing trainings and updates. Reports from CAIR help to identify gaps in immunization coverage.

The IZ Coordinator also sends information about hepatitis B screening guidelines yearly to prenatal providers and local hospitals to ensure that all pregnant women test and babies receive a vaccination at birth to mothers who have hepatitis B. There is collaboration with community groups and assistance given to help community

organization/facilities with flu vaccinations to help increase coverage rates and to operate and support mass flu clinics. The IZ Coordinator also participates in obtaining vaccine in the event there is an outbreak specific to a vaccine-preventable disease.

In coordination with the California Department of Public Health (CDPH) IZ Branch, the IZ Coordinator also provides guidance and encourages compliance with vaccinations for entry into childcare and schools, as well as doing selective site visits identified by the CDPH IZ Branch.

CALIFORNIA IMMUNIZATION PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

Napa County Health and Human Services Agency hereinafter “Grantee”

Implementing the project, “To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ),” hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 17-10334, A02

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers 6 NH23IP922612-02-02, 6 NH23IP922612-02-03, and 6 NH23IP922612-02-04.

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to increase funding in the amount of \$1,954,276 for FY2021-22 to allow the Grantee to continue performing the same services identified in Exhibit A, Grant Application, and provide more of the same Coronavirus Disease 2019 services in response to the CARES ACT.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: this amendment is to increase the grant by \$1,954,276 and is amended to read: **\$2,309,970 (Two Million Three Hundred Nine Thousand Nine Hundred Seventy Dollars)** ~~\$355,694 (Three Hundred Fifty Five Thousand Six Hundred Ninety Four Dollars)~~.

Exhibit B – Budget Detail and Payment Provisions, paragraph 4.A. is hereby replaced as shown below.

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed ~~\$355,694~~ **\$2,309,970**.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health, Immunization Branch	Grantee: Napa County Health and Human Services Agency]
Name: Noemi Marin	Name: Ryan Gregory
Address: 850 Marina Bay Pkwy., Bldg. P, 2nd Floor	Address: 2751 Napa Valley Corporate Drive, Bldg. B
City, ZIP: Richmond, CA 94804	City, ZIP: Napa, CA 94558
Phone: (510) 620-3737	Phone: (707) 253-4386
Fax: (510) 620-3774	Fax: (707) 253-4880
E-mail: noemi.marin@cdph.ca.gov	

Direct all inquiries to:

California Department of Public Health, Immunization Branch	Grantee: Napa County Health and Human Services Agency
Attention: Rossana A Ordonez	Name: Trina Ullius
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor	Address: 2751 Napa Valley Corporate Drive, Bldg. B
City, Zip: Richmond, CA 94804	City, ZIP: Napa, CA 94558
Phone: (510) 620-3768	Phone: (707) 259-8737
Fax: (510) 620-3774	Fax: (707) 253-4880
E-mail: rossana.ordonez@cdph.ca.gov	E-mail: trina.ullius@countyofnapa.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: Napa County Health and Human Services Agency]
Attention “Cashier”: Fiscal Administration
Address: 1195 Third Street, Room 108
City, Zip: Napa, CA 94559
Phone: (707) 259-8110
Fax: (707) 259-8335
E-mail: joseph.bowe@countyofnapa.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental

Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

Ryan Gregory
Chair of the Board of Supervisors
Napa County
2751 Napa Valley Corporate Drive, Bldg. B
Napa, CA 94558

Date:

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262, MS 1802
P.O. Box 997377
Sacramento, CA 95899-7377

APPROVED AS TO FORM:

Dated: 12/21/2021

/S/ COREY S. UTSUROGI
Corey S. Utsurogi, Deputy County Counsel



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-282

TO: Board of Supervisors
FROM: Minh C. Tran, County Executive Officer
REPORT BY: Jennifer Palmer, Director of Housing & Homeless Programs
SUBJECT: Budget Adjustment for Isolation & Quarantine Shelter Facility

RECOMMENDATION

Director of Housing and Homeless Services requests approval to increase appropriations in Housing and Homeless Services Subdivision (Fund 2030, Subdivision 2030000) for salaries and benefits in the amount of \$175,000 for Shelter employees, and \$725,000 in services and supplies, with an offsetting increase in revenue from Emergency Solutions Grant-COVID (ESG-CV) grant funds totaling \$900,000. (4/5 vote required)

EXECUTIVE SUMMARY

The State of California Department of Housing and Community Development (HCD) administers the Emergency Solutions Grants (ESG) program with funding received from the U.S. Department of Housing and Urban Development (HUD). As part of the Coronavirus Aid, Relief and Economic Security (CARES) Act, Congress appropriated Emergency Solutions Grant-COVID (ESG-CV) funds to assist with costs related to serving the homeless population during the COVID-19 pandemic. Napa County has received additional ESG-CV grant funds to support continuing services provided to the homeless population during the COVID-19 pandemic.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Approval of the requested action is discretionary in that there is no mandate to accept the U.S. Department of Housing and Urban Development (HUD) funding to provide additional services to the homeless population as a result of the COVID-19 pandemic.
Is the general fund affected?	No

Future fiscal impact:	This is one time funded that will need to be expended on COVID-19 related activities.
Consequences if not approved:	If this item is not approved, Napa County will be ineligible for additional funding to offset certain COVID-19 pandemic costs.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit
Additional Information:	Increase in appropriations for Extra Help in the amount of \$175,000 and \$725,000 in Services and Supplies.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The State of California Department of Housing and Community Development (HCD) administers the Emergency Solutions Grant (ESG) Program with funding received from the U.S. Department of Housing and Urban Development (HUD). This program provides funding to:

1. Provide a maximum of 10% of the funds for Homeless Management Information System;
2. Engage homeless individuals and families living on the street;
3. Improve the number and quality of emergency shelters for homeless individuals and families;
4. Provide essential services to shelter residents;
5. Rapidly re-house homeless individuals and families; and
6. Prevent families/individuals from becoming homeless.

As part of the Coronavirus Aid, Relief and Economic Security (CARES) Act, Congress appropriated Emergency Solutions Grant funds to assist with costs related to serving the homeless population during the COVID-19 pandemic. Napa County has received a total of \$900,000 in ESG-CV funding to support homeless services and utilized these funds to support the additional sheltering costs incurred as a result of the COVID-19 response, including the isolation and quarantine facility at Wine Valley Lodge and the extension and expansion of sheltering services at the site commonly known as the Winter Shelter. HCD has allocated additional funding to Counties that have successfully utilized their full original allocations. These funds will be utilized to address the impacts of COVID19 and outbreaks within the Shelter system and improve disease transmission interruption among the population of individuals at risk of or experiencing homelessness.



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-324

TO: Board of Supervisors
FROM: Minh C. Tran, County Executive Officer
REPORT BY: Jennifer Palmer, Director of Housing & Homeless Services
SUBJECT: Rescind & Replace ESG Resolution 2021-119

RECOMMENDATION

Director of Housing and Homeless Services requests adoption of a Resolution rescinding and replacing Resolution No. 2021-119, consenting to, adopting and ratifying the terms and conditions relating to the 2021-22 Emergency Solutions Grant (ESG) Non-Competitive Balance of State allocation in an amount not to exceed \$520,000 which provides funding for housing and homeless services programs

EXECUTIVE SUMMARY

The State of California Department of Housing and Community Development (HCD) administers the Emergency Solutions Grants (ESG) program with funding received from the U.S. Department of Housing and Urban Development (HUD). A Resolution is required by HCD for Napa County to receive the annual non-competitive allocation of these funds to support additional services provided to individuals and families at-risk of or experiencing homeless.

This Resolution corrects a minor typographical error on the Resolution 2021-119 referring to “ESG” as “ESG-CV” in a single instance.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	NA
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	Approval of the requested action is discretionary in that there is no mandate to accept the U.S. Department of Housing and Urban Development (HUD) funding to reimburse costs incurred by providing services to individuals and families at-risk of or experiencing homelessness.
Is the general fund affected?	No
Future fiscal impact:	This is one time funded that will need to be expended on COVID-19 related activities
Consequences if not approved:	If this item is not approved, Napa County will be ineligible for additional funding to offset emergency shelter and other costs related to serving individuals and families at-risk of or experiencing homelessness.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable

BACKGROUND AND DISCUSSION

The State of California Department of Housing and Community Development (HCD) administers the Emergency Solutions Grant (ESG) Program with funding received from the U.S. Department of Housing and Urban Development (HUD). This program provides funding to:

1. Provide a maximum of 10% of the funds for Homeless Management Information System;
2. Engage homeless individuals and families living on the street;
3. Improve the number and quality of emergency shelters for homeless individuals and families;
4. Provide essential services to shelter residents;
5. Rapidly re-house homeless individuals and families; and
6. Prevent families/individuals from becoming homeless.

On August 17, 2021, HCD released a Notice of Funding Availability (NOFA) for the state-administered ESG Balance of State (BoS) Allocation. The ESG BoS NOFA sets forth the process and requirements for submitting applications for ESG funds, with all applications and all required documentation due to HCD no later than Tuesday, October 19, 2021.

The County of Napa has applied for and received ESG funding by HCD annually since 2016. The purpose of the ESG program is to help individuals and families quickly regain stability in permanent housing after experiencing a housing crisis or homelessness. HCD provides ESG funds by formula to states, metropolitan

cities, urban counties, and U.S. territories to support homelessness prevention, emergency shelter and related services.

The ESG program, coupled with other funding, supports initiatives providing homelessness prevention, street outreach and housing subsidies using the Coordinated Entry system. This Resolution corrects a minor type-o on the Resolution 2021-119.

RESOLUTION NO.

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, RESCINDING AND REPLACING RESOLUTION 2021-119, APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2021-2022 FUNDING YEAR OF THE STATE ESG PROGRAM, BALANCE OF STATE ALLOCATION NOFA

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") for the Balance of State Allocation dated August 17, 2021 under the Emergency Solutions Grants (ESG) Program ("Program," or "ESG Program"); and

WHEREAS, Napa County is an approved Applicant by the Napa City-County Continuum of Care under the Balance of State Allocation and is hereby authorized and directed to receive an ESG grant by that entity, in an amount not to exceed \$520,000, in accordance with all applicable rules and laws. an approved State ESG Administrative Entity; and

WHEREAS, the Department may approve funding allocations for the ESG Program, subject to terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG grant recipients.

NOW THEREFORE BE IT RESOLVED THAT:

1. Napa County is hereby authorized and directed to receive ESG grant funding, in an amount not to exceed \$520,000 in accordance with applicable rules and laws.
2. The Department may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program regulations, and the Standard Agreement. Napa County acknowledges compliance with all state and federal public participation requirements in the development of its applications.
3. If Napa County receives a grant of ESG funds from the Department pursuant to the above referenced ESG NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG program, as well as any and all other contracts Napa County may have with the department.
4. Applicant hereby agrees to use the ESG funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
5. Napa County hereby authorizes and directs the Napa County Executive Officer or designee, to enter into, execute and all applications and act on the County's behalf in all matters pertaining to all such applications.

6. If an application is approved, the Napa County Executive Officer or designee, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.
7. If an application is approved, the Napa County Executive Officer or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 8th day of February, 2021, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSTAIN: SUPERVISORS

ABSENT: SUPERVISORS

NAPA COUNTY, a political subdivision of the State of California

By: _____
 RYAN GREGORY, Chair of the
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>S. Darbinian</i></p> <p>Date: January 31, 2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-286

TO: Board of Supervisors

FROM: Christine Briceno - Director of Human Resources

REPORT BY: Kevin Lemieux - Staff Services Manager

SUBJECT: Adoption of a Resolution Amending the Departmental Allocation List for Multiple Divisions of the Health and Human Services Agency

RECOMMENDATION

Director of Human Resources and Director of Health and Human Services Agency request adoption of a Resolution amending the Departmental Allocation List for multiple divisions of the Health and Human Services Agency, as outlined in "Exhibit A," effective February 19, 2022, with a net increase of four full-time equivalents, and no impact to the County General Fund.

EXECUTIVE SUMMARY

Human Resources and the Health and Human Services Agency (HHSA) reviewed immediate departmental needs related to the COVID-19 pandemic response.

HHSA also requested Human Resources study a position in the Administration Division to ensure it is properly classified.

If approved, the requests related to COVID-19 will allow HHSA to use existing funding sources to implement the proper staffing composition to meet community needs. In addition, if approved, the requested action regarding the studied position will reclassify an incumbent to a more appropriate classification, as determined by a Human Resources study.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes

Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The requested actions are necessary to properly equip the Health and Human Services Agency (HHSA) with the skillsets they need in the Public Health Division during an ongoing pandemic, and provides a necessary reclassification for a single incumbent as part of a reclassification study.
Is the general fund affected?	No
Future fiscal impact:	The increased costs of salaries and benefits for Fiscal Year 2021-2022 are fully offset by existing funding from the California Department of Public Health COVID-19 Public Health Workforce Development Supplemental Grant. The increased cost of salaries and benefits for future fiscal years will be budgeted accordingly.
Consequences if not approved:	If these changes are not approved, HHSA will not have the proper staffing to meet new and rapidly changing requirements related to COVID-19, and will not be able to implement the recommendations provided by Human Resources at the conclusion of a reclassification study.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The requested actions by the Health and Human Services Agency (HHSA) are summarized below.

Public Health Division - The Public Health Division is requesting four new positions critical to supporting the COVID-19 response, including one Staff Nurse, one Health Educational Specialist, one Staff Services Analyst I, and one Staff Services Analyst I/II, all limited term positions.

If approved, the requested Staff Nurse - Limited Term will support ongoing COVID-19 testing and vaccination operations, including vaccine administration, monitoring, and reporting. The requested Health Education Specialist - Limited Term will support outreach, education and communications programs aimed at reducing COVID-19 transmission, bolstering vaccine confidence, employing harm reduction strategies, and providing direct appointment assistance. The Requested Staff Services Analysts (I and I/II) - Limited Term will assist with the planning, administration and management of multiple COVID-19 grant programs that support overall response and recovery efforts. They are critical to providing technical analysis and coordination functions related to multiple COVID-19 funding streams, including budget development, financial reporting, reimbursement requests, expenditure tracking, and overall fiscal compliance with granting agencies.

Administration Division - The Director of the Health and Human Services Agency requested that Human Resources conduct a reclassification study of an incumbent in a HHS Utilization Review Coordinator position within the Administration Division, to determine if they were properly classified. A review of the completed Position Description Questionnaire, a desk audit, departmental interviews, and a review of Napa County classification specifications showed that the incumbent is performing lower level duties that are outside the scope of the HHS Utilization Review Coordinator job classification. If approved, this action will reclassify the incumbent through a demotion to the lower level position of Principal Quality Manager Specialist - Licensed. The incumbent will also have their hourly rate of pay frozen (y-rated), until the top step of the salary grade for the Principal Quality Manager Specialist - Licensed exceeds their frozen rate.

Therefore, the Director of Human Resources and the Director of Health and Human Services Agency request adoption of a Resolution amending the Departmental Allocation List for multiple divisions of HHSA, as outlined in "Exhibit A," effective February 19, 2022, with a net increase of four full-time equivalents, and no impact to the County General Fund.

RESOLUTION NO. 2022-__

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, AMENDING THE TABLE AND INDEX OF CLASSES AND
DEPARTMENTAL ALLOCATION LIST FOR MULTIPLE DIVISIONS OF THE
HEALTH AND HUMAN SERVICES AGENCY, EFFECTIVE FEBRUARY 19, 2022**

WHEREAS, Government Code section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

WHEREAS, section 2.100.270 of the Napa County Code provides that the “Table and Index” may be amended from time to time by resolution of the Board of Supervisors; and

WHEREAS, section 2.100.280 of the Napa County Code provides that the number of positions and classifications in the Departmental Allocation Lists shall be established from time to time by resolution of the Board of Supervisors; and

WHEREAS, the Director of Human Resources recommends that the proposed changes to the Table and Index of Classes and the Departmental Allocation List for multiple divisions of the Health and Human Services Agency, as set forth in Exhibit “A,” be implemented.

NOW, THEREFORE, BE IT RESOLVED, that the Napa County Board of Supervisors hereby approves the changes to the Table and Index of Classes and the Departmental Allocation List for multiple divisions of the Health and Human Services Agency, as set forth in Exhibit “A,” effective February 19, 2022.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
 by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board
 held on the 8th day of February 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
 the State of California

By: _____
 RYAN GREGORY, Chair of the
 Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Susan B. Altman</i>, Deputy</p> <p>Date: January 31, 2022</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date:</p> <p>Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By:</p>
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EXHIBIT A

Director of Human Resources requests approval to amend the Departmental Allocation List as follows, effective February 19, 2022:

HHSA – PUBLIC HEALTH DIVISION: BUDGET UNIT #20001-00

- a. Add: One 1.0 FTE Staff Nurse – Limited Term*
- b. Add: One 1.0 FTE Health Education Specialist – Limited Term**
- c. Add: One 1.0 FTE Staff Services Analyst I – Limited Term**
- d. Add: One 1.0 FTE Staff Services Analyst I/II – Limited Term**

HHSA – ADMINISTRATION DIVISION: BUDGET UNIT #20010-00

- e. Delete: One 1.0 FTE HHS Utilization Review Coordinator
- f. Add: One 1.0 FTE HHS Principal Quality Manager Specialist - Licensed

*Limited Term through June 30, 2024.

**Limited Term through June 30, 2023.



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 21-1323

TO: Board of Supervisors
FROM: Jon Gjestvang, Chief Information Officer
REPORT BY: Shawn Smith, Supervising Staff Services Analyst
SUBJECT: Disposal of County Surplus Property for Donation

RECOMMENDATION

County Executive Officer and Chief Information Officer request the following:

1. Declare certain items of personal property as surplus and no longer required for public use; and
2. Authorize the Purchasing Agent to dispose of these items of personal property by donating them to Computers for Classrooms.

EXECUTIVE SUMMARY

Information Technology Services (ITS) has accumulated certain surplus computer items, which no longer meet the County's equipment standards and requirements but still have potential for use by local entities that meet the criteria set forth in California Government Code Section 25372. Under the code, the Board of Supervisors, by majority vote, can donate any real or personal property the Board declares to be surplus to public agencies, public schools and any organization exempt from taxation pursuant to 26 U.S.C. Sec. 501(c) (3), that is organized to provide health or human services.

Today's request to donate personal computers (PCs), monitors, printers, and miscellaneous surplus equipment is for Computers for Classrooms, which meets the requirements of Government Code Section 25372.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Information Technology Services (ITS) tries to replace computers used by County employees every 4 years. Reasons for replacement are:

- Warranties on the computers are three years and repairing a computer over 4 years of age can be costly.
- When taking the cost of repair and considering how much time is left on the computer, it makes sense to replace with a new computer.
- Older computers face more system failures as well as higher maintenance costs.
- Older systems are more likely to see power supply failures, network component failures and hard drive failures leading to nonproductive employee time.

As a result of replacing the computers on a regular basis, there is a need to surplus older equipment that no longer benefits the County.

In making the decision to recommend whether surplus computer equipment is to be donated or sent to public auction, staff considers a few variables:

- Does the surplus computer equipment have any significant dollar value the County could reasonably recover?
- What is the general condition and usefulness of the surplus computer equipment?
- Has there been any expressed need for surplus computers by eligible schools and tax-exempt health or human service organizations?

ITS has accumulated certain surplus computer items, which no longer meet the County's equipment standards and requirements but still have potential for use by local entities that meet the criteria set forth in California Government Code Section 25372. Under the code, the Board of Supervisors, by majority vote, can donate any real or personal property the Board declares to be surplus to public agencies, public schools and any organization exempt from taxation pursuant to 26 U.S.C. Sec. 501(c) (3), that is organized to provide health or human services. Today's request to donate personal computers (PCs), monitors, printers, and miscellaneous surplus equipment is for Computers for Classrooms, which meets the requirements of Government Code Section 25372.

Computers for Classrooms helps provide refurbished computers to California schools, nonprofits, seniors and

citizens with low income. At this time, there are no immediate needs from the Napa County Health and Human Services Agency's clients or local schools. Incoming surplus items have been reviewed for potential County teleworkers' use during COVID-19. As a result of replacing the computers on a regular basis, there is a need to surplus older equipment that no longer benefits the County.

List of donation items is attached.



Personal Computers

A Tradition of Stewardship
A Commitment to Service

Asset #	Property Description (for reference only)	Serial #	PO Num - Created Dt.
C8925	DELL LATITUDE 5480 XCTO	9RQM54M2	2254-01/03/2018
C8944	DELL LATITUDE 5580 LAPTOP	42NMJM2	2335-02/20/2018
C8753	DELL LATTITUDE 5480 XCTO	5QPBFH2	2120- 08/24/2017
C8982	DELL LATITUDE 5290	DTK6PN2	5292- 04/13/2018
C8958	DELL LATITUDE 5480	5FH60N2	2363-03/13/2018
CWS228	DELL LATITUDE 5480 XCTO	F6W86M2	2262-01/19/2018
C8683	DELL LATITUDE 5480	FTBV8H2	2052-08/07/2017
C8124	DELL OTIPLX 9020	2LLWZ72	1093-11/19/2015
C8323	HP 810 REVOLVE TABLET	8CG62501TW	1661-12/01/2016
C8650	HP ELITEBOOK REVOLVE 810 G3	8CCG6371TMZ	1661-02/09/2017
SC0299	DELL OPTIPLEX 5040 SMALL FORM FACTOR XCTO	2JXFJH2	1983-05/30/2017
M4936	DELL 19' MONITOR	CN-0YGP39-72872-495-AFCB	631-12/10/2014
M5055	DELL 19' MONITOR	CN-ODCV1K-64180-548-00HB	928-04/2015
M5057	DELL 19' MONITOR	CN-ODCV1K-64180-548-00HB	928-08/05/2015
C8973	Dell OPTIPLEX 5050 SFF XCTO	GJSH9N2	2371-03/27/2018
C8427	DELL 5040 SFF	2XC6JB2	1480-06/21/2016
C8091	DELL LATITUDE E6440	93D2H	6440-11/12/2015
C7702	DELL LATITUDE E6440	8TSVDZ1	0128-01/24/2014
C7837	DELL PRECISION LAPTOP	53J3F12	0358-06/18/2014
C8945	DELL LATITUDE 5581 LAPTOP	8FGMJM2	2335-02/20/2018
C8404	DELL LATITUDE E5470	9KZ8WF2	1815-02/17 2017
C8710	DELL LATITUDE E5470	862WZF2	1984-05/24/2017
C8371	DELL OPTIPLEX 5041	6SKFZ12	458-08/29/2014
C8279	DELL OPTIPLEX 7040	CWST0HB2	051016-05/18/2016
C0436	DELL OPTIPLEX 5060	FJJCBZ2	3201-10/09/2019
SC0319	DELL OPTIPLEX 5040	2JVZJH2	1983-05/30/2017
C8596	DELL OPTIPLEX 5040	9CBZHH2	1952-05/24/2017
C0479	DELL OPTIPLEX 5060 DESKTOP	FYSDB03	3274-11/13/2019
C0493	DELL OPTIPLEX 5060	FY4HB03	5060/11/13/2019
C9313	DELL OPTIPLEX 5060 DESKTOP	8R6XHO2	2652-09/14/2018
C0846	DELL OPTIPLEX 5060 DESKTOP	GL1RG13	3307-12/30/2019
SC0190	DELL OPTIPLEX 5070	58BF8C2	1407-06/07/2016
C8326	DELL OPITPLEX 7040 DESKTOP	8PXRGB2	1354-05/18/2016
C6860	DELL OPTIPLEX 7010 DESKTOP	JQK5CY1	0027-3/15/2021
C8775	DELL LATITUDE 5480LAPTOP	993XFH2	8144-03/14/2012
C8419	DELL OPTIPLEX XCTO	2XM3JBZ	1480-06/21/2016
C8593	HP ELITEBOOK 810 REVOLVE TABLET	HSB-Z3T02UT3	85522-11/16/2016



Computer Accessories

A Tradition of Stewardship
A Commitment to Service

Asset #	Property Description (for reference only)	Serial #	PO Num - Created Dt.
X1585	Panasonic scanner	E2443RM2427	092314LBRIDEWELL-10/01/2014
X1212	Panasonic KV S1025C-S Document scanner	E2413RH1509	1509- 08/26/2011
M4380	DELL P2011H WIDESCREEN MONITOR	CN-0YR64P-74445-18N-388L	8041-10/13/2011
X1223	PANASONIC KV S1025C-S DOCUMENT SCANNER	E2417RH3662	7990-11/01/2011
X1224	PANASONIC KV S1025C-S DOCUMENT SCANNER	E2417RH3653	7990-11/01/2011M
M3331	MONITOR 19' FLAT PANEL	MX0W8690-48323-58H-4LNA	5352-08/29/2005
M3933	Dell Ultrasharp panel monitor	CN-0KU789-71618-7CL-B364	6647-03/13/2008
M3937	Dell Ultrasharp panel monitor	CN-0KU789-71618-7CL-B380	6647-03/13/2008
M3284	Dell ultrasharp panel monitor	MY-0H6304-47603-55H-A8HG	5308-06/30/2005
M2721	Dell 17' flat panel monitor	MX-08G152-47605-27Q-A2BT	3888-05/25/2005
M4700	Dell P1913S PROFESSIONAL MONITOR	CN-0NWXT6-72872-358-AYVL	8584-07/02/2013
M3979	DELL 17'FLAT PANEL	CN-0Y9833-71618-7CG-AD3L	6702-05/20/2008
M3284	MONITOR	MY-0H6304-47603-55H-A8HG	5308-03/30/2005
M3391	19' MONITOR	CN-0Y4229-71618-59J-AESG	5566-02/03/2006
M3282	Monitor 17' flat panel	MY-0H6304-47603-55H-A8HJ	3282- 06/30/2005
M3421	MONITOR	CN-OY4299-71618-5B5-ABM0	5589-02/22/2006
M3108	DELL 19'FLAT PANEL MONITOR	CN-0T6116-71618-ABG-AAUL	5042-05/25/2005
M3295	DELL 17' MONITOR	MY-0H6304-47603-55H-A8HF	5308-06/30/2005
M3152	DELL 17' FLAT PANEL MONITOR	MX-0H6304-47605-53G-ALGC	03232005-05/25/2005
M3517	DELL 17' MONITOR	CN-0CC352-64180-65P-25AC	5782-08/14/2006
C0436	Dell OptiPlex 5060 XCTO	FJJCBZ2	3201-10/09/2019
C0493	Dell OptiPlex 5060 XCTO	FY4HB03	5060-11/13/2019
C8279	OptiPlex 7040 small form factor	CWT0HB2	051016-05/18/2016
C8596	Dell Optiplex5040 small form factor XCTO	9CBZHH2	1952-05/24/2017
C8326	OptiPlex 7040 micro form factor	8PXRGB2	1354-05/18/2016
C6860	Dell PC	JQK5CY1	2524 -03/15/2021
C8775	DELL LATITUDE 5480 XCTO	993XFH2	2162-09/22/2017
C8646	Dell OptiPlex 5040 small form	8Q6CCH2	1789-1/31/2017
C8321	DELL OPTIPLEX 5040	BY06QD2	110916-11/15/2016
C8550	DELL OPTIPLEX 5040 SMALL FORM FACTOR XCTO	8Q67CH2	1789-01/27/2017
SC0299	DELL OPTIPLEX 5040 SMALL FORM FACTOR XCTO	2JXFJH2	1983-05/30/2017
C8731	OPTIPLEX 5040 SFF	5QBVHK2	07311-08/08/2017



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-237

TO: Board of Supervisors

FROM: David Morrison-Director, Planning, Building & Environmental Services

REPORT BY: Barbette Ruffino, Staff Services Manager

SUBJECT: Approval of Amendment No. 1 to Agreement No. 220141B with BPR Consulting

RECOMMENDATION

Director of Planning, Building and Environmental Services requests approval of and authorization for the Chair to sign Amendment No. 1 to Agreement No. 220141B with BPR Consulting increasing compensation by \$80,000 for a new maximum of \$150,000 per fiscal year to provide Building Official services if needed.

EXECUTIVE SUMMARY

On September 15, 2021 the County Purchasing Agent signed an agreement with BPR Consulting to provide building plan review and field inspection services. This agreement had a maximum compensation of \$70,000. The Director of Planning, Building and Environmental Services is requesting to increase this annual maximum to \$150,000 per fiscal year to effectively manage workload and to address recent staffing shortages. The cost of the contract increase will be paid for by building permit revenues and/or salary savings.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Building Subdivision 21400-00
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Building Division has a goal of scheduling inspections within two business days of the request. There are times when that goal becomes extended due to illness, vacation, or training schedules. At these times, the department may opt to use an outside firm to assist with building inspections with the workload cannot be accomplished by department staff.

Is the general fund affected?	No
Future fiscal impact:	The commitment of up to \$150,000 annually would continue until termination. Appropriations will be budgeted accordingly in future fiscal years.
Consequences if not approved:	There would be times the Department's inspection scheduling times would stretch to longer than established goals. This could cause a lack of customer service and could lead to disruptions in the customer building permit process if they need to halt construction on their end to await an inspection result.
County Strategic Plan pillar addressed:	Livable Economy for All

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

On September 15, 2021 the County entered into an agreement with BPR Consulting to assist with plan review and building inspection services at a total cost of \$70,000 per fiscal year. The Building Division currently has a vacant Plans Examiner position, two vacant Building Inspector positions as well as a vacant Chief Building Official position. The Division would like to continue to use the outside services of BPR Consulting to assist with plan review, building inspector or building official services as needed to maintain customer service and response times. The Director of Planning, Building and Environmental Services would like to amend the scope of work to allow for building official services if required and to increase the maximum annual compensation to \$150,000. All other terms of the agreement remain unchanged.

**AMENDMENT NO. 1
NAPA COUNTY AGREEMENT NO. 220141B**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO 220141B is made and entered into as of this ____ day of February, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and BPR Consulting Group, a California limited liability company, whose mailing address is 2201 Francisco Drive, Suite 140-658, El Dorado Hills, CA 95762, hereinafter referred to as "CONTRACTOR";

RECITALS

WHEREAS, COUNTY and CONTRACTOR entered into Napa County Agreement No. 220141B on September 15, 2021, to obtain building plan review and inspection services; and

WHEREAS, COUNTY and CONTRACTOR now wish to amend the Agreement to amend the scope of work to include Building Official services as well as to increase the maximum compensation payable to CONTRACTOR for services provided during Fiscal Year 2021/2022 and future fiscal years.

TERMS

NOW, THEREFORE, the Agreement is amended as follows:

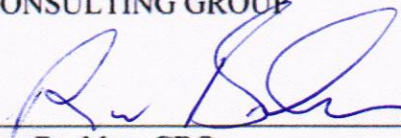
1. Exhibit "A" of the Agreement is rescinded and replaced in full by the document entitled Exhibit "A-1", and all references in the Agreement to Exhibit "A" shall mean Exhibit "A-1".
2. Paragraph 2 of the Agreement is hereby amended to read in full as follows:
 2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A-1", attached hereto, incorporated by reference herein.
3. Paragraph 3 of the Agreement is hereby amended to read in full as follows:
 3. **Compensation.**
 - (a) **Rates.** In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B", attached hereto and incorporated by reference herein.
 - (b) **Expenses.** Travel and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the provisions set forth in Exhibit "B."
 - (c) **Maximum Amount.** Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of One Hundred Fifty Thousand Dollars (\$150,000) for professional services and expenses per fiscal year;

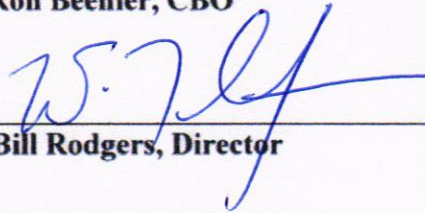
provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. Except as provided in paragraphs 1 through 3 above, the terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment No. 1 to the Agreement was executed by the parties hereto as of the date first above written.

BPR CONSULTING GROUP

By: 
Ron Beehler, CBO

By: 
Bill Rodgers, Director

CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Jason M. Dooley</u> Deputy County Counsel Date: <u>January 21, 2022</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: GREG MORGAN Deputy Clerk of the Board of Supervisors By: _____
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EXHIBIT A-1

SCOPE OF SERVICES

BUILDING AND SAFETY SERVICES

We understand the County of Napa desires to retain a qualified firm to provide building safety services to support the County's Building Department. BPR Consulting Group proposes to provide the following Building Department services:

- Plan Check Services
- Building Inspection Services
- Permit Technician Services
- Building Official Services

BPR Consulting Group has a proven track record providing these services in support of public agencies and has the experienced staff necessary to provide flexibility in providing these services to meet the needs of the County of Napa. The services we provide are always closely coordinated and monitored to ensure we meet or exceed the service levels desired by our clients and to seamlessly integrate the services we provide with your department. We will work in close partnership with the County of Napa tailoring our services and the deployment of staff resources to match the work volume and adhere to County requirements.

BUILDING PLAN CHECK

All plans examination services will be performed under the direction of a licensed Civil or Structural Engineer and/or licensed Architect and an ICC certified Plans Examiner. For more complex projects and when needed to meet peak workload demands, additional support will be provided from our regional office for, on-site or off-site structural and non-structural plan review services. Our plans examiners understand and are intimately familiar with applicable building codes and plan review procedures and policies and will readily assist the County with their plan review needs. Plan review services will be provided as follows:

- Plan Check services will be provided within our local regional office unless space is available at the County office and the County requests that plans be reviewed within their offices.
- All assigned personnel will be professionally qualified by both experience and certifications to perform commercial and/or residential construction document plan check.
- BPR's Plan Review Director, Bill Rodgers, S.E. will be the responsible contact for all communications between the County and BPR.
- All assigned personnel will be provided with all necessary materials, resources, and training to conduct plan checks, including current copies of County amendments, policies, procedures and forms.
- Plan Check approval shall not be recommended to the County until all code compliance issues are resolved and all permit issuance requirements of the County Building Division are satisfied. We will contact the County with any questions related to specific County requirements.
- We will respond within one business day upon notification that a plan check is authorized for us to perform.

- All documents will be picked up from the County of Napa Building Department, or as otherwise directed, by our shipping carrier for delivery to our regional office.
- All plan checks will be performed in a timely manner within time-frame guidelines established by the County.
- At completion of each plan review iteration an electronic plan review comments letter will be distributed to the County's representative and the applicants, design team and any other individual as directed by the County. The results of the plan review will also be downloaded into the County's Accela data base. Upon completion of the plan review where approval of the documents is recommended, we will return complete sets of all final documents to the County annotated as "Reviewed for Code Compliance by BPR Consulting Group".
- All plan review comment letters shall be completed in the format provided by the County.
- All communication shall be conducted and coordinated with the County's representative. We will not contact the applicant directly unless instructed to do so by the County's representative. We will not contact the applicant when plans are approved and understand that the County will notify the applicant when the permit is ready to issue.
- We understand that code interpretations are subject to final review and approval by the Chief Building Official and that all plan review comments are subject to review by the County.
- We will be available within one business day to respond to questions from the County that may be generated during field inspection for each authorized plan check that is subsequently issued a permit for construction.
- We will communicate data necessary for a Certificate of Occupancy per CBC Section 110.2 to the County.
- We are familiar with and will enforce the County's adopted codes and amendments.
- All proposed staff will have valid California Drivers Licenses.

Plans will be checked for conformance with the latest adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the Accessibility and Energy Conservation requirements as mandated by State Title 24 and all applicable local amendments and ordinances.

Our staff will work with County staff and project applicants in a collaborative and professional manner to quickly identify and resolve any violations of codes, standards or local ordinances. We will provide thorough plan reviews in an effort to provide complete and accurate construction documents to minimize questions and problems during the construction phase of projects. Plan review comments will be specific, detailed, complete, and reference plan sheet numbers and code sections where applicable.

Upon completion of our final review, two (2) sets of submitted documents, or one (1) copy of electronic documents, bearing BPR Consulting plan review stamps and a final letter recommending the County's approval of the documents will be submitted to the County of Napa's Building Department for review and approval or as otherwise directed. We will not directly contact the project applicant during the plan review process unless directed to do so by the County's representative.

MAXIMUM PROPOSED TURNAROUND TIME FOR PLAN CHECK

We consistently complete plan reviews within the timeframes listed below as our standard business practice. We work hard to accommodate any turn-around schedule desired by the County. Multi-disciplinary reviews are typically performed in our office but we are available for onsite work when required and whenever possible. We will furnish the following tiered turnaround times:

Project Type	Maximum Turn Around Time (Business Days)	
	Initial Submittal	Backcheck Reviews
Residential (Single Family)		
New Construction	10	5
Addition	10	5
Remodel	10	5
Fire victims	7	7
Non-Residential		
New Construction	10	5
Addition	10	5
Remodel, Tenant Improvement	10	5
Large, Complex Commercial or Residential Multi-Family Projects	15	10
Express Plan Reviews	5	5

BPR Consulting Group is also able to accommodate special project plan review needs such as expedited reviews. We establish specific turn-around goals and procedures with jurisdiction staff for these types of projects. For expedited or fast-track projects, we charge a premium of 150% of the standard plan review fee as noted in our fee information in Exhibit B.

COMMUNICATING PLAN REVIEW RESULTS

Plan review comments, when necessary, will be type written and refer to specific details, drawing or supporting document, and reference applicable code sections. BPR will provide a clear, concise, and thorough plan review letter itemized by specific discipline such as life safety, accessibility, structural, plumbing, mechanical, etc., that can be utilized by clients, designers, contractors, and owners to understand the noted deficiency and make necessary corrections to the project documents. At the completion of each plan review cycle, BPR Consulting Group will return a copy of the plan review comment list to the designated applicant and project representative. If requested, we will coordinate plan review re-checks directly with the designated project applicant. Upon completion of the plan review process, we will return completed plan review documents, in either hard copy or electronic format as needed, ready for final approval and permit issuance.

PLAN DELIVERY

BPR will arrange for pick-up and delivery of all plan review documents within one business day at no additional cost to the County. Pick up, delivery and approval of documents are included in our specified turn-around times.

SPECIAL PROJECTS

BPR is able to accommodate special project plan review needs such as expedited or multi-phased plan reviews. We establish project specific turn-around goals and procedures with the County's staff and applicants for these types of projects based on the complexity of the projects as well as the construction schedule.

BPR's staff of engineers and plans examiners will work with the County as well as with applicants and designers to resolve all plan review issues. As directed, our staff will deal directly with applicants and their designers during the plan review process to resolve all issues.

ELECTRONIC PLAN REVIEW

We understand the County is transitioning to the **DigEplan** electronic plan check system. Our staff is experienced using this platform, and we will work with the County to ensure we integrate seamlessly into your review processes. We also understand the County is using **Accela** for its permitting system. We've utilized Accela in a number of jurisdictions, and we will work with you to merge into your workflow carefully and efficiently.

Our goal is always to collaborate with and support the Development Services Department by providing thorough, accurate and timely plan reviews.

CODE INTERPRETATIONS

Code interpretations are subject to final review and approval by the Chief Building Official. BPR's engineers and plans examiners will provide unbiased recommendations and background information to help the Building Official make an informed decision. All plan review comments are subject to review and approval by the County.

PLAN CHECK RELATED MEETINGS

Our plans examiners and inspectors are available for pre-construction or pre-design meetings, field visits, meetings with the design team, construction team and project owners as needed at no cost to the County. With some reasonable limitations, pre-construction and pre-design meetings associated with projects that we will provide plan review services for are considered as part of our plan review services. Our team of plans examiners and inspectors are always willing to meet with applicants, designers, contractors and County staff as required to resolve plan review or construction-related issues. Our staff can be available for meetings with as little as 24-hour notice.

APPROVAL FOR ADDITIONAL FEES

For projects that cannot be approved after three reviews we understand that additional County approval is required for any charges proposed in addition to the percentage fee agreed to in the contract. We understand

that prior approval by the County will be required for all charges proposed for review of deferred submittals and revisions that may occur on projects. Any additional charges for projects must be approved in advance of providing services and communicated to the County of Napa prior to returning documents for permit issuance. Upon our approval of projects entailing additional charges the approved documents will be returned to the County along with a detailed invoice itemizing all related charges.

BUILDING INSPECTION SERVICES

BPR Consulting Group tailors inspection services to the particular needs of each client with special attention to providing competent, consistent service at all levels. All BPR inspectors are ICC certified with appropriate training and experience based on the County's specific needs. We handpick our candidates and identify skill levels required to best match the County's inspection goals and philosophy.

BPR's staff has performed inspection services on a wide variety of construction projects including custom homes, large residential developments, and commercial, institutional, and essential service buildings. We provide valuable experience gained through successful work with government clients throughout California. This clear understanding of the construction process enables our people to quickly identify and resolve problems both in the field and in the office.

Assigned staff will perform continuous or periodic construction inspections to verify that the work of construction is in conformance with the approved project plans as well as identifying issues of non-compliance with applicable building codes. Many of our inspector candidates can provide dual plan review and inspector services for our clients. When necessary for large or fast-track projects, multiple inspectors are available.

Inspection personnel assigned will be able to read, understand and interpret construction documents, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and to work effectively with contractors, the public and general staff. Inspectors will possess knowledge of approved and modern methods, materials, tools and safety used in building inspection and the most current building standards.

BPR will provide all materials and training required for our inspectors to perform their assigned duties. Many of our inspectors are also available to serve at the public counter when needed. Additionally, several of our inspectors can provide dual plan review and inspection services for our clients. All field inspection services shall be performed through the County of Napa Building Division and under the direction of County staff.

Projects under construction by permit from the County will be inspected for compliance with the State of California Building, Mechanical, Plumbing, Electrical, Energy, Green and Fire Codes, as amended by the County and as designated by the County. Projects will also be inspected for conformance with the accessibility, noise and energy conservation requirements as mandated by State of California Title 24 and all applicable ordinances. Inspectors are accessible and available to meet with the project design team and/or the client's representatives to work out problems and help resolve issues quickly and efficiently. Our inspection staff easily integrates into client organizations, consistently implementing policies and procedures and remaining transparent to the jurisdiction's applicants and customers.

We understand that personality and customer service is crucial to on-the-job success, therefore, we have selected inspectors who are well versed in customer service and skilled in dealing with people both at the public counter and in the field. All inspection personnel assigned will be ICC certified as required.

Staff assigned will contact the Building Official for interpretations, local ordinances, local preferences, alternate materials and exceptions/alternates to the model codes. They will report directly to the jurisdiction Building

Official or other person designated for all project-related work. Items, if any, which cannot be resolved between the project inspector(s) and contractor, will be forwarded to the Building Official for final resolution.

INTEGRATION WITH COUNTY STAFF AND DEPARTMENTS

As municipal consultants to many jurisdictions, BPR's staff is highly adaptive to all processes and procedures and quickly and seamlessly assimilates to your specialized requirements. All personnel are cross trained in municipal operations to successfully bridge across departments and are accustomed to partnering, assisting, and coordinating with Planning, Public Works, Code Enforcement and other vital County staff and departments.

TOOLS & EQUIPMENT

BPR Consulting Group provides cellular phones, and other portable equipment necessary for inspectors to carry out duties. It is our understanding that a County vehicle will not be provided for our inspectors use, therefore, mileage utilized while performing inspections will be charged at the current IRS rate for vehicle mileage.

BUILDING OFFICIAL SERVICES

Should the County of Napa require the services of a Building Official to augment City staff or to address the needs of a specific project, BPR will provide an experienced and qualified ICC certified Building Official who will act in accordance with the California Building Code, adopted building codes and ordinances as specified in Federal and State law, and will take responsibility for the daily administration of Building Department Service activities including:

- Issuing Certificates of Use and Occupancy for buildings and structures.
- Managing, coordinating, overseeing and quality-control of building permit, plan check, inspection, staffing, and counter services.
- Assisting in the maintenance, amendment, and development of ordinances and regulations necessary to the implement and enforce the latest editions of the California Building Code and all related Codes.
- Assisting in County efforts to modify and update fees and charges associated with Building Services.
- Make determinations on the approval and use of alternative materials and methods of construction.
- Make final interpretations concerning the application of building and safety codes.
- Preparing annual reports detailing the number of dwelling units permitted/constructed each calendar year, both net new and replacement.
- Performing all other administrative building and safety related duties, including developing and implementing office policies and procedures, and assuring that files and plans are secured, organized and kept up to date.
- Meeting with developers, homeowners, business owners, architects, engineers and the general public at the County, or in the field, as appropriate, to resolve grievances and/or respond to questions, including timely follow-up.
- Ensuring that all building-related activity is entered into the County's permit tracking system in an accurate, complete and timely manner.

- Assisting in the preliminary review of project development applications for general feasibility of construction as designed to aid in Planning staff's discretionary review prior to a determination subject to the County's regulatory documents, including comment and provision of "conditions of approval" for concept plans as part of the County's discretionary process.
- Providing support to staff related to building and safety code violation cases for submittal to the County Attorney's office when prosecution action is necessary.
- Providing technical assistance and support in Code Enforcement matters as needed.

PERMIT TECHNICIAN SERVICES

Permit / counter technician services are crucial to the success of the entire building and safety process and is the first impression the public gets of your building department. Contact with the public at this initial point sets the tone for any additional interaction through the life of a project whether engaging the homeowner, architect, developer or contractor or other community member. Delivery of excellent customer service, maintaining a smooth flow of documents and plans throughout departments, and tracking and reporting, are all key elements to furnishing first-rate, efficient and a memorable experience to the County's clients.

BPR Consulting Group will furnish qualified and customer service-oriented permit technicians to handle the counter, answer phone calls, and issue permits. BPR's permit technician will be familiar with the County's plan intake procedures, fee calculations, tracking systems, permit issuance and customer service expectations as required to provide seamless service to the County's clients. BPR will provide all materials, resources, tools and training necessary for our permit technicians to perform their assigned duties.

EXHIBIT B

BILLING RATES

COMPLETE PLAN REVIEW SERVICES

For complete plan review services for commercial and residential projects which are reviewed in BPR's office the plan review fixed fees shall be as follows:

- For construction projects with a construction valuation equal to or less than \$250,000 we propose a fee of 70% of the plan review fees charged by the County based on the County of Napa's adopted fee schedule.
- For construction projects with a construction valuation greater than \$250,000 we propose a fee of 65% of the plan review fees charged by the County based on the County of Napa's adopted fee schedule.

The above noted plan review fees will cover an initial plan review and two back checks of the submitted documents. Additional plan review services beyond the three reviews will be billed hourly using the Schedule of Hourly Billing Rates below.

PARTIAL PLAN REVIEW SERVICES

For partial plan reviews such as structural only, foundation only, mechanical only, electrical only, etc., or any combination of partial reviews, we propose to provide plan review services on an hourly basis using the Schedule of Hourly Billing Rates below.

PLAN REVIEW SERVICES FOR DEFERRED SUBMITTALS, CHANGES TO APPROVED PLANS OR CONSTRUCTION PHASE PLAN REVIEW

For the plan reviews of deferred submittals, revisions to previously approved documents, or any construction phase plan reviews, we propose to provide plan review services on an hourly basis using the Schedule of Hourly Billing Rates below.

EXPEDITED PLAN REVIEW FEES

For expedited or fast-track projects we propose a fee of 150% of the above noted plan review fees, with the review completed in half the proposed time frame for regular plan reviews.

INSPECTION SERVICES

Inspection services will be charged hourly per the Schedule of Hourly Billing Rates below. Mileage accrued within the jurisdiction while performing inspection services will be charged at the current IRS vehicle mileage rate. There will be a 8 hour minimum charge for each day inspection services are provided.

FIRE PLAN REVIEW AND INSPECTION SERVICES

Fire plan review and fire inspection services will be provided as requested on an hourly basis per the Schedule of Hourly Billing Rates below or as negotiated on a case-by-case basis.

BUILDING OFFICIAL SERVICES

Building Official services will be provided as requested on an hourly basis per the Schedule of Hourly Billing Rates below or as negotiated on a case-by-case basis.

PERMIT TECHNICIAN SERVICES

Permit technician services will be provided as requested on an hourly basis per the Schedule of Hourly Billing Rates below or as negotiated on a case-by-case basis.

SCHEDULE OF HOURLY BILLING RATES

CLASSIFICATION	HOURLY BILLING RATE
ICC Certified Building Official.....	\$140
Licensed Engineer Building Plans Examiner	135
ICC Certified Plans Examiner	120
ICC Fire Plans Examiner / Inspector	120
Certified Access Specialist, CASp	100
ICC Certified Building Inspector*	80 - 100
Permit Technician*	65 – 75

Note: * Rate varies based upon level of experience and qualifications of inspectors and permit technicians requested.

Mileage: Mileage for building inspection, fire inspection and Building Official services is to be charged the current IRS mileage rate while inspections or business on behalf of the County are being performed.

Overtime: Inspection, Building Official or permit technician services provided in excess of eight hours per day, nights and weekends will be charged at 125% of the noted rate.



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 21-1442

TO: Board of Supervisors

FROM: Steven Lederer - Director of Public Works

REPORT BY: Frank Lucido, Engineering Manager

SUBJECT: Professional Services Agreement with Cardno Engineering Inc. (Cardno) for the Campbell Creek Fish Passage Project, RDS 22-01

RECOMMENDATION

Director of Public Works requests the following actions regarding the Campbell Creek Fish Passage Project, RDS 22-01:

1. Approval of and authorization for the Chair to sign an agreement with Cardno Engineering Inc. (Cardno), for a maximum compensation of \$382,355;
2. Approval to create a new Roads Capital Improvement Project (CIP) for Campbell Creek Culvert (Fund 2040, Org 2040500, Project 22012) (4/5 vote required); and
3. Approval of a Budget Transfer for the following (4/5 vote required):
 - a. Increase appropriation by \$374,675 in the SB1 Special Revenue Fund (Fund 2440, Sub-Division 1220052) with the use of its available fund balance to be transferred to Program 22012 budget; and
 - b. Increase appropriations by \$374,675 in Program 22012 budget offset by an increase in revenue from the transfer from the SB1 Special Revenue Fund.

EXECUTIVE SUMMARY

The State Water Resource Control Board Water Quality Order, Phase II requires that the County implement measures to reduce sediment loading into the Napa River from County owned facilities. The County identified a culvert on Campbell Creek as high priority in terms of potential to reduce sediment movement into the Napa River and restoring fish passage. Staff is requesting for an approval of a design contract with Cardno and a budget increase of \$374,675 to bring the project to bid. Staff will be returning to the board at a later date for additional budget to award the construction contract.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Proposed funding is from the SB1 Special Revenue Fund.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The County currently does not have the resources, capacity or all of the expertise in-house to design this project. In addition, funding is required to move the project forward.
Is the general fund affected?	No
Future fiscal impact:	Design is scheduled to begin in the later part of Fiscal Year 2021-22 and carry through to 2022-23. Because of extensive permitting and SB1 cash flow, construction isn't anticipated until 2024. Beyond that 5 to 10 years of monitoring and a nominal amount of additional budget will be required.
Consequences if not approved:	The County would have to delay or abandon the project and will be unable to meet the Phase II TMDL requirements.
County Strategic Plan pillar addressed:	Livable Economy for All
Additional Information:	Funding for this project will come from the SB1 Special Revenue Fund.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. CEQA for the project will be performed when a sufficient amount of design information is available.

BACKGROUND AND DISCUSSION

The State Water Resource Control Board Water Quality Order, Phase II requires that the County implement measures to reduce sediment loading into the Napa River from County owned infrastructure. In response to this requirement the County approved an agreement with the Napa County Resource Conservation District on March 13, 2012 to assess culverts and bridges that support the County maintained road network in the Napa River watershed. A report was completed in June of 2014 with an evaluation of 234 crossings for potential projects that would reduce sediment loads and impediments to fish passage. County staff reduced this list to the highest priority crossings and in a June 28, 2019 letter to the San Francisco Bay Regional Water Quality Control Board we indicated our intention to repair or replace 19 crossings that show potential for benefit to the river by July 1, 2026 and an additional 10 by 2046. To date, the most significant work completed toward this goal has been the replacement of a bridge at Greenwood Avenue over the Napa River and the replacement of various smaller culverts. In addition to this work the County has been able to examine the existing list of potential culvert replacements more closely and further refine the list.

A crossing on Campbell Creek which flows into Dry Creek near the Dry Creek Fire Station that is on the list of crossings to be replaced was identified as a high priority with work to be completed by July 1, 2026. Replacing this culvert will have the dual benefit of preventing erosion and removing a fish passage barrier and unlike some of the other sites it is largely inside the County right of way.

On August 26, 2021 the County advertised requests for qualifications and on September 27, 2021 we received five statements of qualifications. Cardno was interviewed and selected as the most qualified firm to complete the design needed for the Campbell Creek Fish Passage project.

The County and Cardno negotiated a scope in the amount of \$382,355 which includes environmental, utility relocation, geotechnical, surveying, civil and structural services needed to design the project and two optional tasks in the event that they are needed.

An optional task for as directed services in the amount of \$20,000 is part of the funding requested in this item and can be used for unforeseen but mainly is intended for support services in the event that grant opportunities become available. Because of the environmental benefits staff feels that the project could be competitive and intends to pursue grant opportunities that make sense. A second optional task in the amount of \$65,180 would provide for environmental monitoring during the construction phase and funding is not being requested as part of this item since the entire amount may not be needed and even if it is required it won't be until after staff returns to the Board to request funding for the construction phase of the project.

The estimated total project cost at this time is \$1,668,214 and a budget transfer of \$374,675 is needed to bring the project to bid. After advertisement and the bid results are received, staff will ask the Board to award the construction contract and approve another budget transfer to fund the entirety of the project, possibly including funding for construction management services, and maintenance and monitoring for the project.

It is very likely that permitting agencies will condition this project with the requirement to plant native plants and monitor their survival for a period of 5 years after project completion which will add a nominal cost.

Attachments

1. Campbell Creek PSA_Cardno
2. Budget Summary for Campbell Creek

NAPA COUNTY CAMPBELL CREEK FISH PASSAGE BUDGET SUMMARY, RDS 22-01						
Program 22012						2/8/2022
Budget Item	Budget Item Amount	Request Today	Board Appropriation To Date	Appropriation Amount Spent to Date	Appropriation % Spent to Date	Appropriation Amount Balance
Construction Contract	\$850,000	\$0	\$0	\$0	0%	\$0
20% Construction Contingency	\$170,000	\$0	\$0	\$0	0%	\$0
Design and Engineering	\$317,175	\$317,175	\$0	\$0	0%	\$0
Design and Engineering Contingency 5%	\$15,859	\$0	\$0	\$0	0%	\$0
Lands, TCE, Utility Relocating	\$20,000	\$0	\$0	\$0	0%	\$0
Construction Management	\$100,000	\$0	\$0	\$0	0%	\$0
County Project Management/Administration	\$100,000	\$50,000	\$0	\$0	0%	\$0
Enviro Survey, Geotech and Special Inspections, Construction Phase	\$75,180	\$0	\$0	\$0	0%	\$0
Permits	\$20,000	\$7,500	\$0	\$0	0%	\$0
TOTAL	\$1,668,214	\$374,675	\$0	\$0	0%	\$0

NAPA COUNTY AGREEMENT NO. 220242B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of this 8th day of February, 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and Cardno, Inc., a Delaware corporation, whose mailing address is 2890 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833, hereinafter referred to as “CONTRACTOR”;

RECITALS

WHEREAS, COUNTY wishes to obtain specialized services, as authorized by Government Code section 31000, in order to secure engineering services needed for the design, permitting and project delivery of a replacement culvert where Campbell Creek crosses under Dry Creek Road; and

WHEREAS, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

TERMS

NOW, THEREFORE, COUNTY hereby engages the services of CONTRACTOR, and CONTRACTOR agrees to serve COUNTY in accordance with the terms and conditions set forth herein:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).
2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit “A”, attached hereto, in addition to the Request for Proposals and CONTRACTOR’s proposal, incorporated by reference herein.
3. **Compensation.**
 - (a) **Rates.** In consideration of CONTRACTOR’s fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit “B”, attached hereto and incorporated by reference herein.

(b) Expenses. Travel, direct costs, and other expenses will be reimbursed by COUNTY upon submission of an invoice in accordance with Paragraph 4 at the rates and/or in accordance with the "Direct Cost" allocation and limits set forth in Exhibit "B."

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of THREE HUNDRED SEVENTY-FIVE THOUSAND FORTY DOLLARS (\$375,040) for professional services and SEVEN THOUSAND THREE HUNDRED FIFTEEN DOLLARS (\$7,315) for expenses, for a total not to exceed amount of THREE HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS (\$382,355); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. **Method of Payment.**

(a) Professional Services. All payments for compensation and reimbursement for expenses shall be made only upon presentation by CONTRACTOR to COUNTY of an itemized billing invoice in a form acceptable to the Napa County Auditor which indicates, at a minimum, CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, itemization of the hours worked, a detailed description of the tasks completed during the billing period, the names of person(s) performing the services and the position(s) held by such person(s), and the approved hourly or task rate.

(b) Expenses. If the Agreement provides for expense reimbursement, requests for reimbursement shall describe the nature and cost of the expense, the date incurred. With the exception of per diem reimbursements, receipts must be attached.

(c) Fixed Price. If the Agreement provides for a fixed price, if CONTRACTOR presents interim invoices, CONTRACTOR must state the percentage of work completed, which must be verified by COUNTY, i.e., 35% design, 95% design, draft report, et cetera, at which time CONTRACTOR shall be paid the equivalent percentage of the fixed price.

(d) CONTRACTOR shall submit invoices not more often than once per month to the Director of Public Works who, after review and approval as to form and content, shall submit the invoice to the Napa County Auditor no later than fifteen (15) calendar days following receipt. A sample invoice showing the level of detail required is attached as Exhibit "C".

(e) Legal status. So that COUNTY may properly comply with its reporting obligations under federal and state laws pertaining to taxation, if CONTRACTOR is or becomes a corporation during the term of this Agreement, proof that such status is currently recognized by and complies with the laws of both the state of incorporation or organization and the State of California, if different, shall be provided to the Director of Public Works upon request in a form satisfactory to the Napa County Auditor. Such proof shall include, but need not be limited to, a copy of any annual or other periodic filings or registrations required by the state of origin or California, the current address for service of process on the corporation or limited liability partnership, and the name of any agent designated for service of process by CONTRACTOR within the State of California.

5. **Independent Contractor.** CONTRACTOR shall perform this Agreement as an independent contractor. CONTRACTOR and the officers, agents and employees of CONTRACTOR are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. CONTRACTOR shall, at

CONTRACTOR's own risk and expense, determine the method and manner by which duties imposed on CONTRACTOR by this Agreement shall be performed; provided, however, that COUNTY may monitor the work performed by CONTRACTOR. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to CONTRACTOR, including, but not limited to amounts required to be withheld for state and federal taxes, unless required to do so by court order. As between the parties to this Agreement, CONTRACTOR shall be solely responsible for all such payments.

6. **Specific Performance.** It is agreed that CONTRACTOR, including the agents or employees of CONTRACTOR, shall be the sole providers of the services required by this Agreement. Because the services to be performed by CONTRACTOR under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, COUNTY, in addition to any other rights or remedies which COUNTY may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by CONTRACTOR.

7. **Insurance.** CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(a) Workers' Compensation Insurance. To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability Insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, **issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:**

(1) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(2) Professional Liability/Errors and Omissions. Professional liability [or errors and omissions] insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(3) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be

business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in subparagraph (b)(1) above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

(c) Certificates of Coverage. All insurance coverages referenced in 7(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager, which shall be filed by CONTRACTOR with the Napa County Public Works Department prior to commencement of performance of any of CONTRACTOR's duties.

(1) The certificate(s) or other evidence of coverage shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

(2) Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in 7(b)(1) and, for the comprehensive automobile liability insurance coverage referenced in 7(b)(3) where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming COUNTY, its officers, employees, agents and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

(3) The certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(4) Upon request by COUNTY's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by, COUNTY's Risk Manager, which approval shall not be denied unless the COUNTY's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and

the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by COUNTY's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects COUNTY, its officers, employees, agents and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

(e) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 7.

8. Hold Harmless/Defense/Indemnification.

(a) In General. To the full extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless COUNTY and its officers, agents, employees, volunteers, or representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses arising from the sole negligence or willful acts of COUNTY or its officers, agents, employees, volunteers, representatives, or other contractors or their subcontractors. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

(b) Employee Character and Fitness. CONTRACTOR accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of CONTRACTOR under this Agreement, including completion of a satisfactory criminal/background check and period rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, CONTRACTOR shall hold COUNTY and its officers, agents and employees harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR's actions in this regard.

9. Termination for Cause. If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving five (5) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

10. **Other Termination.** This Agreement may be terminated by either party for any reason and at any time by giving prior written notice of such termination to the other party specifying the effective date thereof at least thirty (30) days prior to the effective date, as long as the date the notice is given and the effective date of the termination are in the same fiscal year; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

11. **Disposition of, Title to and Payment for Work Upon Expiration or Termination.**

(a) Upon expiration of this Agreement or termination for cause under Paragraph 9 or termination for convenience of a party under Paragraph 10:

(1) To the extent CONTRACTOR has provided services through Software and Applications materials licensed to COUNTY, COUNTY shall promptly return the Software and Application materials to CONTRACTOR. In addition, to the extent CONTRACTOR maintains COUNTY data on those portions of digital software hosted by CONTRACTOR and not controlled by COUNTY ("County data"), CONTRACTOR shall promptly return County data to COUNTY Information Technology Department (ITS) in a format designated by ITS and shall subsequently purge County data from CONTRACTOR's systems upon confirmation from COUNTY that the copy of the data provided to COUNTY is comprehensive of the data previously hosted by CONTRACTOR.

(2) All finished or unfinished documents and other materials, if any, and all rights therein shall become, at the option of COUNTY, the property of and shall be promptly returned to COUNTY, although CONTRACTOR may retain a copy of such work for its personal records only, except as otherwise provided under Paragraph 15 (Confidentiality) of this Agreement. Unless otherwise expressly provided in this Agreement, any copyrightable or patentable work created by CONTRACTOR under this Agreement shall be deemed a "work made for hire" for purposes of copyright or patent law and only COUNTY shall be entitled to claim or apply for the copyright or patent thereof. Notwithstanding the foregoing and to the extent services under this Agreement involve the development of previously patented inventions or copyrighted software, then upon expiration or termination of this Agreement, title to, ownership of, and all applicable patents, copyrights and trade secrets in the products developed or improved under this Agreement, shall remain with CONTRACTOR or any other person or entity if such person previously owned or held such patents, copyrights, and trade secrets, and such persons shall retain complete rights to market such product; provided, however, that COUNTY shall receive, at no additional cost, a perpetual license to use such products for its own use or the use of any consortium or joint powers agency to which COUNTY is a party. If the product involves a source code, CONTRACTOR shall either provide a copy of the source code to COUNTY or shall place the source code in an escrow account, at CONTRACTOR's expense, from which the source code may be withdrawn and used by COUNTY for the sole purpose of maintaining and updating the system dependent upon such code when such use is necessary to prevent loss of service to COUNTY.

(b) CONTRACTOR shall be entitled to receive compensation for any satisfactory work completed prior to expiration or receipt of the notice of termination or commenced prior to

receipt of the notice of termination and completed satisfactorily prior to the effective date of the termination; except that CONTRACTOR shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by CONTRACTOR whether or not the Agreement expired or otherwise terminated, and COUNTY may withhold any payments not yet made to CONTRACTOR for purpose of setoff until such time as the exact amount of damages due to COUNTY from CONTRACTOR is determined.

12. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

13. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY

Steven E. Lederer
Director of Public Works
1195 Third St., Room 201
Napa, CA 94559

CONTRACTOR

Stephen Peck, PE
Cardno, Inc
2890 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

14. **Compliance with COUNTY Policies on Waste, Harassment, Drug/Alcohol-Free Workplace, and Computer Use.** CONTRACTOR hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. CONTRACTOR also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.

(a) Waste Source Reduction and Recycled Product Content Procurement Policy adopted by resolution of the Board of Supervisors on March 26, 1991.

(b) County of Napa "Policy for Maintaining a Harassment and Discrimination Free Work Environment" revised effective June 20, 2017.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with

COUNTY's ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in the County of Napa Policy Manual Part I, Section 37U.

15. Confidentiality.

(a) Maintenance of Confidential Information. Confidential information is defined as all information disclosed to CONTRACTOR which relates to COUNTY's past, present, and future activities, as well as activities under this Agreement. CONTRACTOR shall hold all such information as CONTRACTOR may receive, if any, in trust and confidence, except with the prior written approval of COUNTY, expressed through its Director of Public Works or designee. Upon cancellation or expiration of this Agreement, CONTRACTOR shall return to COUNTY all written and descriptive matter which contains any such confidential information, except that CONTRACTOR may retain for its files a copy of CONTRACTOR's work product if such product has been made available to the public by COUNTY.

(b) Protection of Personally Identifiable Information and Protected Health Information.

(1) To the extent CONTRACTOR is provided, creates, or has access to, Protected Health Information (PHI), Personally Identifiable Information (PII), or any other legally protected confidential information or data in any form or matter (collectively referred to as "Protected Information"), CONTRACTOR shall adhere to all federal, state and local laws, rules and regulations protecting the privacy of such information. CONTRACTOR shall adhere to all existing and future federal, state and local laws, rules and regulations regarding the privacy and security of Protected Information, including, but not limited to, laws and regulations requiring data encryption or policy and awareness programs for the protection of COUNTY Protected Information provided to, or accessed or created by, CONTRACTOR. Additionally, CONTRACTOR shall only access, use or disclose County Protected Information if such access, use, or disclosure is expressly permitted by the terms of its agreement with County. Any other access, use or disclosure of County Protected Information is prohibited. Examples of prohibited accesses, uses and disclosures include, but are not limited to: the removal of confidential files, documents or devices containing County Protected Information from a County facility; the unauthorized transmission of County Protected Information via email, fax or other means; and the discussion of such information with other individuals (including other CONTRACTOR or County employees) who do not have a County approved business reason to obtain the information.

(2) CONTRACTOR shall ensure that its staff and any third party organizations or individuals that it engages to perform services in conjunction with the terms of this agreement are trained to its privacy and security policies, as well as Paragraph 15 of this agreement; and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of COUNTY's Protected Information. Upon request, CONTRACTOR shall make available to COUNTY its policies and procedures, staff training records and other documentation of compliance with this Paragraph 15.

(3) CONTRACTOR agrees to notify COUNTY immediately of any unauthorized access to or disclosure of Protected Information that it becomes aware of. This

includes instances wherein CONTRACTOR encounters unsecured Protected Information in areas where CONTRACTOR employees are performing services.

(4) CONTRACTOR will be responsible for all costs associated with CONTRACTOR's breach of the security and privacy of COUNTY's Protected Information, or its unauthorized access to or disclosure of COUNTY's Protected Information, including, but not limited to, mitigation of the breach, cost to the County of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations applicable at the time of the breach.

(c) Protection of County Data. If CONTRACTOR will be processing and storing the COUNTY's data in an offsite location, such as a cloud service site, cloud storage site, hosted application site, or hosted storage site, CONTRACTOR shall guarantee that such data is encrypted using an encryption algorithm that meets the current US Department of Defense minimum requirements in order to protect COUNTY data against a breach of protected data if lost or stolen. All offsite cloud applications and storage systems utilized by CONTRACTOR shall be located in the United States, which includes any backup and failover facilities. Application and storage solutions in any foreign location is prohibited.

All desktop and laptop computers, as well other similar type computer systems, used by CONTRACTOR shall be encrypted using the same encryption algorithm described above. All data in transit shall require the same encryption. Storage of COUNTY data on removable portable storage is prohibited.

Upon termination of this agreement, CONTRACTOR shall purge all COUNTY data from all CONTRACTOR systems using a forensic grade deletion that conforms to US Department of Defense DoD 5220.22-M (E) standards.

CONTRACTOR shall reimburse the COUNTY for all associated costs of a breach, including but not limited to reporting costs and associated penalties the COUNTY must bear.

16. No Assignments or Subcontracts.

(a) In General. A consideration of this Agreement is the personal reputation of CONTRACTOR; therefore, CONTRACTOR shall not assign any interest in this Agreement or subcontract any of the services CONTRACTOR is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by CONTRACTOR, or to perform any of the remaining services required under this Agreement within the same time frame required of CONTRACTOR shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by the Director of Public Works.

(b) Effect of Change in Status. If CONTRACTOR changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by CONTRACTOR. Failure of CONTRACTOR to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

17. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

18. **Interpretation; Venue.**

(a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

19. **Compliance with Laws.** CONTRACTOR shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the benefits thereof to any person on the basis of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age, mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), or political affiliation or belief, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, color, ancestry, national origin or ethnic group identification, religion or religious creed, gender or self-identified gender, sexual orientation, marital status, age (over 40), mental disability, physical disability, genetic information, or medical condition (including cancer, HIV and AIDS), use of family care leave, or political affiliation or belief. CONTRACTOR shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination or harassment. In addition to the foregoing general obligations, CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this Agreement subcontracts to CONTRACTOR services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this Agreement by reference and made a part hereof

as if set forth in full, and CONTRACTOR and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. CONTRACTOR agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of CONTRACTOR performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. CONTRACTOR shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of CONTRACTOR under this Agreement are subcontracted to a third party, CONTRACTOR shall include all of the provisions of this Paragraph 19 in all such subcontracts as obligations of the subcontractor.

(d) Prevailing Wages. Contractor shall adhere to the prevailing wages provisions as set forth in Exhibit "D," attached hereto and incorporated herein by this reference.

20. **Taxes.** CONTRACTOR agrees to file federal and state tax returns or applicable withholding documents and to pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement and shall be solely liable and responsible to make such withholdings and/or pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of CONTRACTOR's failure to pay or withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR agrees to furnish COUNTY with proof of payment of taxes or withholdings on those earnings.

21. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, CONTRACTOR shall maintain all required records for at least seven (7) years after COUNTY makes final payment for any of the work authorized hereunder and all pending matters are closed, whichever is later.

22. **Authority to Contract.** CONTRACTOR and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

23. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the Agreement acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire

any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by CONTRACTOR of such conflict. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. CONTRACTOR agrees that if such financial interest does exist at the inception of this Agreement, COUNTY may terminate this Agreement immediately upon giving written notice without further obligation by COUNTY to CONTRACTOR under this Agreement.

(b) Statements of Economic Interest. CONTRACTOR acknowledges and understands that COUNTY has developed and approved a Conflict of Interest Code as required by state law which requires CONTRACTOR to file with the Elections Division of the Napa County Assessor-Clerk Recorder “assuming office”, “annual”, and “leaving office” Statements of Economic Interest as a “consultant”, as defined in section 18701(a)(2) of Title 2 of the California Code of Regulations, unless it has been determined in writing that CONTRACTOR, although holding a “designated” position as a consultant, has been hired to perform a range of duties so limited in scope as to not be required to fully comply with such disclosure obligation. CONTRACTOR agrees to timely comply with all filing obligations for a consultant under COUNTY’s Conflict of Interest Code unless such a determination is on file on the filing dates for each of the required Statements of Economic Interest.

24. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

25. **Attorney’s Fees.** In the event that either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney’s fees incurred in connection with such action.

26. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

27. **Entirety of Contract.** This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

28. **Special Terms and Conditions.**

(a) Contractor shall comply with those requirements set for in potential/future federal, state or local grant funding requirements subsequently deemed applicable to the work completed in connection with this Agreement.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the date first above written.

Cardno Inc., a California Corporation

By _____
Katie Ross Smith, Business Unit Leader

“CONTRACTOR”

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY, Chair
Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>John L. Myers (e-sign)</u> County Counsel</p> <p>Date: <u>January 24, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT “A”

SCOPE OF WORK

CONTRACTOR shall provide COUNTY with the following services:

I. DESCRIPTION OF SERVICES

PROJECT DESCRIPTION:

Culvert replacement on Campbell Creek near Lokoya Fire Station at 5900 Dry Creek Road, (Lat:N38.407175, LON:-122.433525) in Napa County. Replace single 72 inch diameter by 85 foot long corrugated metal pipe with an open bottom structure. The goal of this project is to reduce the potential for future erosion and promote fish passage.

TASK 1 PROJECT MANAGEMENT, COORDINATION, AND SCHEDULE – \$17,635

Timely and consistent project management, scheduling, and coordination are critical parts of any project. Generally, the efforts will include project management, coordination, invoicing and scheduling. Invoicing will be completed monthly and will include an updated project schedule. The Project Management and Coordination includes the internal Cardno team coordination and communication efforts required to perform the work along with monthly budgeting, invoicing, filing, sub-consultant coordination and invoicing, and general project administration. To facilitate these tasks, Cardno will assign a project coordinator who is dedicated to the Project from inception to completion. This allows for an efficient work process that benefits both the County and Cardno team.

The Cardno team will establish effective communication between the parties involved including County staff. Our experience shows that although the primary point of contact will be the Cardno Project Manager, direct communications between County staff and designated Task Leaders should occur when needed for efficiency of certain Project work efforts. This coordination will be in form of monthly virtual meetings between the County and Cardno Project Manager, along with pertinent Project staff.

Deliverables:

- > Monthly Invoices
- > Monthly Schedule Updates
- > Monthly Coordination Meetings (virtual; 1-hour each)

Assumptions:

- > The overall duration of the contract is assumed to be 17 months (January 2022 thru May 2023)
- > Project Management will be concentrated during the design process (through 100% design; minimal efforts required during construction)
- > No progress reports will be provided
- > Coordination meetings will be virtual and informal in nature (no formal agenda or meeting summary will be developed; action items will be in a follow-up email)

TASK 2 SITE SURVEYING AND BASEMAP UPDATES - \$22,772

Cardno has teamed with R.E.Y. Engineers Inc. (R.E.Y.), to provide land surveying and basemapping for the Project. Site survey is required within the proposed Project improvement area to define existing drainage courses, site topography, locate existing right-of-way, edge of roadways, existing utilities, predominate structures and landscape elements (buildings, fences, trees, rock outcrops, etc.), to provide an accurate basis for the design of the Project improvements. R.E.Y. will conduct the Survey using a mix of UAS (drone) LiDAR and traditional survey methods and will be based on accepted local horizontal and vertical datums.

The Survey limits will encompass an area approximately 100' upstream and downstream from the culvert crossing of the creek, along with 50' in each direction from the Campbell Creek connection of Dry Creek to capture the outfall and creek confluences. The survey will include roadway edge and cross sections every 25' for a total length of 100' in each direction on the road from the crossing location (200' of roadway length). The data will be compiled into a basemap to be used for design of the culvert replacement, modeling, and to document the existing conditions.

Cardno will coordinate with utilities in the area to identify specific utility locations in the Project area. It is assumed that utility grid maps will be provided from applicable utilities to generally identify utility locations, sizes and material types. These maps will be used to create an updated basemap showing known utilities in the area. Underground Service Alert (USA) will additionally be performed prior to the survey to allow for survey of the USA markings to support the utility mapping in the Project area. Based on a preliminary review, there are anticipated to be minimal existing utilities in the vicinity of the project area, with no "major" utilities requiring design potholing and relocation plans. It is assumed that the minor underground utilities in the Project area will be potholed and relocated at the time of construction by the utility owner.

Deliverables:

- > Project Basemap

Assumptions:

- > County will provide projection and datum requirements
- > County will provide any existing survey control and right-of-way information
- > One telecommunications line is assumed to be located within the project area, and no other underground utilities are assumed
- > Telecommunications in conflict with the proposed improvements is assumed to be potholed and relocated by the utility owner
- > No potholing will be performed

TASK 3 GEOTECHNICAL INVESTIGATIONS - \$9,560

Cardno has teamed with Miller Pacific to complete the geotechnical investigation for the Project. Miller Pacific has performed work at the site in the past (2013) and will utilize this information and supplement it with an additional boring outside of the roadway corridor to provide additional information of the natural soil conditions.

To supplement the existing boring near the downstream end of the culvert, Miller Pacific will advance another boring near the upstream portion of the Project area. Prior to mobilizing the drill rig, Miller Pacific will obtain encroachment and environmental permits and notify Underground Service Alert to mark public utilities. The boring will advance to a depth of approximately 15 feet

(several feet below the proposed creek bottom within the crossing area) or refusal in hard rock. Miller Pacific will obtain samples for laboratory testing, measure water levels and backfill the boring at the conclusion of the investigation. In the Miller Pacific laboratory, moisture density and strength tests will be performed to support the geotechnical recommendations.

Miller Pacific will review previous exploration at the site along with new field and lab data and evaluate geotechnical site conditions and prepare recommendations for the Project. Miller Pacific will prepare a report that will include a summary of the site surface and subsurface conditions, a discussion of relevant geologic hazards and recommendations for proposed improvements. Miller Pacific will recommend criteria for new foundations and retaining walls, including seismic coefficients, bearing and lateral pressures, subsurface drainage needs, and backfill criteria. The report will also include a site plan showing the location of borings, boring logs, and laboratory data.

Deliverables:

- > Geotechnical Report (draft and final)

Assumptions:

- > 2013 geotechnical investigation will be utilized to reduce borings required to be performed
- > Roadway structural design will not be included; a standard County roadway structural section will be used in the Project.

TASK 4 HYDROLOGIC/HYDRAULIC, GEOMORPHIC AND FISH PASSAGE ANALYSIS - \$21,384

Hydrologic and Hydraulic Analysis

To inform the design, a XPSWMM model of the project area will be developed analyzing both the existing and proposed conditions. Cardno will use this model in the design of the Project to assess both the hydrologic and hydraulic aspects of the proposed improvements. Existing storm drainage features in the model will be updated, refined, and verified during the field surveying efforts associated with Task 2 to assure relevant existing storm drainage infrastructure in the project area is surveyed and accurately incorporated into the modelling efforts.

The model and associated technical memorandum will be developed at the 35% design phase, to support the planning and design of the Project. Cardno will update the model at each subsequent phase of design (65%, 95% and 100% design steps) to reflect the design depicted on the project plans. Cardno will then re-run the model at each design update and analyze specific storm events as determined in coordination with the County (up to three different storm events). Per Napa County Stream Maintenance Manual, for all streams with active stream cross section area greater than 3 feet by 1 foot and when a replacement culvert is needed, the culvert capacity needs to convey the 100-year flow. Therefore the 100-year storm event will be modeled, and be the minimum flood flow sizing basis of design.

The Cardno team sees the modeling efforts as an iterative process during the design. When the stormwater infrastructure is designed in draft form (plan and profiles are completed), the data will be input/updated in the XPSWMM model. The model will then be run at the various design storms and reviewed. The review will include both surface hydrology/runoff and culvert crossing conditions. The XPSWMM model output and visual interaction aspects provide for real time information (i.e., if the structure is surcharging and cannot handle the flows of a design storm,

the structure overflows and provides a visualization of this condition). The designers can then make adjustments in the model (increased size, modifying slopes, etc.) to determine the most effective way to resolve any issues or concerns that may be witnessed. Once resolved, the update will be incorporated into the design plans. This process will provide the County with design plans that adequately address the hydrologic and hydraulic aspects of the project area. As part of the Hydrologic and Hydraulic analysis, a technical memorandum will be completed to summarize and identify the findings. This technical memorandum will be completed along with the 35% plan stage (Task 5) to inform the design from the start. This will ensure the design is adequate for the site hydraulics with fewer anticipated revisions being required at future design stages. The technical memorandum will include the results from the analysis and recommendations for the proposed design. It will comply with the Napa County Stream Maintenance Manual and include all applicable data for a complete stream analysis.

Fish Passage and Geomorphic Analysis

To ensure proper fish passage and geomorphic function of the stream channel, the Cardno team will perform a desktop review and conduct a site visit to assess the geomorphic and fish passage conditions and potential improvements. The proposed design will allow for fish passage and extend habitat from the current culvert location up to a natural barrier at the end of the anadromy Campbell Creek, approximately 4,000 ft. upstream of the project area. The primary species of interest is steelhead, and quality spawning and rearing habitat has been documented upstream of the culvert. The design is anticipated to include a natural stream channel re-graded to match the elevation of the creek stream bed upstream and downstream of the crossing. The design may include acceptable metrics for steelhead passage related to water velocities, water depths, channel slope, and vertical water falls during key life stage periods. Of primary importance is the migration of both adult and juvenile steelhead. Because steelhead may return to spawn over multiple years, at multiple sizes and capabilities, a design that includes slow water pocket refuges will be valuable for fish passage success. Slow water for improved fish passage suitability can be incorporated using a step pool design or permanent natural pool structures in the streambed. Fish passage abilities of steelhead will be obtained from Cardno's fish biologists, the scientific literature, and relevant software packages (e.g. FishXing). The design will take into account the stream hydrology of both Campbell Creek and Dry Creek, and the fish passage information for steelhead to create a crossing that will allow for passage. As a part of the geomorphic assessment and required by the stream simulation design per the California Department of Fish and Wildlife (CDFW), California Salmonid Stream Habitat Restoration Manual, a reference reach will need to be identified which is similar in nature to the Project reach. This reference reach stream morphological bed and bank features is required to be measured, assessed and documented. Depending on the channel type, stability, and morphology, the reference site could be located upstream of the culvert crossing (same stream as the Project), or a stream in another area may need to be identified. Cardno geomorphologists will determine the reference reach as part of the Project reach assessment and conducted as part of the Project reach assessment.

Within the reference reach, cross sectional data will identify the floodprone width and key features necessary for flood conveyance. Channel bed morphological features will be identified in the longitudinal profile to inform the Project channel design. A pebble count (1) and/or bulk sediment sample (1) will be conducted to characterize channel particle size gradation to estimate

bankfull velocity/discharge and to inform the design of the proposed Project channel material gradation (material sizing to be used in the proposed channel).

Cardno will develop a technical memorandum documenting the fish passage and geomorphic assessment of the Project reach and representative reach. The technical memorandum will support the project design, environmental review and CDFW permitting.

Deliverables:

- > Existing Conditions Model
- > XPSWMM model (35% design); updates at 65/95/100 design levels
- > Hydrologic/Hydraulic Technical Memorandum
- > Fish Passage and Geomorphic Technical Memorandum

Assumptions:

- > Representative stream reach is located within the existing creek or within a 15 minute drive of the Project area, and identified during the geomorphic site visit.

TASK 5 35% PRELIMINARY DESIGN - \$28,020

The 35% preliminary design stage is intended to provide an overview of the proposed Project improvements and inform all parties of the Project intent. This will allow for comments to be received, and revisions incorporated into the design prior to significant design efforts, environmental review, etc. being performed.

There are various open bottom culvert material alternatives (Concrete/Steel/Aluminum) which may be able to be implemented for the Project crossing. Each open bottom culvert material has both benefits and drawbacks. Cardno will complete a cost/benefit analysis to identify the differences in materials, costs, and anticipated lifespan. The capital cost, required maintenance, and longevity of each open bottom culvert material will be analyzed to determine the preferred material. The analysis will be summarized in a brief technical memorandum with high level cost estimates of each alternative along with relevant and readily available information.

The Cardno team will utilize the basemap (Task 2) along with information obtained as part of the hydrologic/hydraulic, geomorphic and fish passage analysis (Task 4) to guide the initial design process. The 35% design will consist of a preliminary level plan set showing the general layout of the project. The plans will include title sheet, notes, stream plan and preliminary profile, general stream cross-section, preliminary roadway plan and profile, and general standard details. No supplemental sheets will be included in this stage (BMPs, traffic control, detailed design sheets). These plans will show the project intent and allow for discussion on the desired project details with regulatory agencies, funding agencies and other project stakeholders.

Upon completion of the draft 35% design plans and cost/benefit analysis Cardno and Napa County will conduct a virtual meeting to review the documents and determine the preferred open bottom culvert material for the crossing. A preliminary cost estimate will be developed to augment the plans and identify complete costing for the project construction. This estimate will be preliminary in nature with a 20% contingency added to account for any unforeseen changes in design or future construction costs.

Deliverables:

- > 35% design plans
- > Preliminary cost estimate

- > Cost/Benefit Analysis technical memorandum

Assumptions:

- > Utilities to be relocated will only be identified at this design step; no relocation plan will be included in plan set
- > Comments received on the 35% design will be incorporated into the 65% design
- > No work will commence until tasks 2, 3 and 4 have been completed

TASK 6 65% DESIGN - \$35,822

The development of the 65% design is a critical step in the design development process, as the design evolves from a general/preliminary level to a detailed design level. In coordination with the County, Cardno will add detail to the plans to address key project components and provide necessary constructability information to show how the project is to be built to support the environmental review and documentation. The 65% design step will also establish a clear budget for the construction costs with a detailed construction cost estimate.

The Cardno team will provide the County with key updates and encourages informal communication with the County on a regular basis (standing phone calls in addition to the monthly virtual meetings). This collaboration will promote a cohesive design approach and provide our team with feedback on critical design elements, impacts, and potential construction constraints.

The 65% design plans will be developed based on the preferred alternative as determined by the County during the 35% preliminary design process. The plans will represent an industry standard 65% design level with sufficient detail for environmental review and incorporate the Project elements desired for construction. The plan set will be comprised of the following types of plan sheets:

- > Title sheet
- > Notes/index
- > Traffic control/phasing plan
- > Temporary bmp, staging/storage/access, diversion
- > Roadway plan sheet
- > Stream plan sheet overview
- > Stream channel details
- > Roadway profile
- > Stream profile
- > Roadway cross-sections
- > Stream cross-sections
- > Project specific culvert details
- > Guardrail plan
- > Detail sheets

The design and supporting plans to be developed are based on the following anticipated key design features and design assumptions:

- > Utilities

- Based on a preliminary review of the Project area it appears the only underground utility in potential conflict is a telecommunications line/conduit. There is no apparent natural gas, water, sanitary sewer, or electrical underground in the Project area. This will be confirmed as part of Task 2.
 - Typically, telecommunications are relocated by the utility provider, and therefore Cardno will provide coordination assistance with the utility owner to coordinate and document the necessary relocations in the plans and specifications (and construction schedule).
- > Construction Phasing
- The project will be completed in a phased construction approach to provide a minimum of two traffic lanes open at all times (assumed minimum travel width of 24').
- > Construction Schedule
- Construction is planned to be completed during the “dry” season allowing for the channel to be dry with no flowing water. However, due to the active nature of channels and necessity for extended construction duration, a dewatering and channel diversion plan will be required in case of rain events that could potentially create channel flow. This information will be included in the BMP sheets in the form of schematic and general details to identify diversions and dewatering to support the Project permitting.
- > Roadway Safety / Guardrail
- Guardrail is anticipated to be required along the south side of the road based on the proximity of the roadway edge, travel speeds, horizontal roadway alignment, and roadway embankment. The Project plans will include a plan and Caltrans standard details identifying the location, type, and limits of guardrail to be installed.

The Cardno team will provide the 65% design plans to the County for review and comment. The Cardno team will meet with the County to review the plans and conduct a review meeting at the Project site. This meeting will enable the Cardno team and County to walk the site and review the proposed improvements against the existing conditions. This will allow both parties to identify any potential Project issues/complications so it can be addressed at the 95% design. At this stage of the design process, the Cardno team does not propose to develop project technical specifications/special provisions. These will be developed at the 95% design stage when the project design is refined, and all material aspects of the project are nearly complete. This will reduce drafting efforts for general assumptions on the specifications/special provisions and reduce County review time, allowing for a more efficient project delivery process at a reduced cost.

To augment the plans, Cardno will produce a construction cost estimate to detail the anticipated project costs. The estimate will expand on the preliminary cost estimate for the project with refinements and updates based on the 65% design. Cardno will coordinate with the County and establish unit prices to reflect recent construction costs for similar work in the region. Recent bid results from other County projects will provide useful data points.

Deliverables:

- > 65% design plans
- > 65% cost estimate

Assumptions:

- > Utilities to be relocated are assumed to be limited to telecommunications which the utility owner will provide relocation plans for
- > One onsite meeting
- > County will provide recent construction bid tabulations

TASK 7 ENVIRONMENTAL REVIEW AND DOCUMENTATION - \$34,144

Cardno will perform the environmental compliance effort for the Project. Our approach is based on a straightforward, cost-effective process that produces sound and defensible documents. We solicit and integrate agency and public issues and concerns early in the project planning process to define the required level of environmental documentation. Cardno believes that the successful analysis of projects lies in the development of a complete, detailed and accurate project description. With the appropriate level of project detail, our staff will identify existing conditions (baseline), potential resources to avoid, reduce or mitigate, and identify strategies for streamlining the permitting process.

Subtask 7A: Environmental Review

Biological Resources - Wildlife

Cardno proposes to streamline the biological resource efforts based on the characteristics of the existing project area and conduct current biological database queries for wildlife. It is anticipated that there may be habitat for and presence of special status species within and/or adjacent to the Project disturbance area. The database queries will be combined with available previous reports on Campbell Creek within or nearby to the project area (i.e., Biological Resource Assessment prepared for the Dry Creek Road Bank Stabilization Project, Kleinfelder and Ganda, June 2021; and the Dry Creek Road Culvert at Campbell Creek Fish Passage Assessment, Napa Valley RCD, June 2011). We anticipate that the Project will improve existing habitat conditions such as the removal of the culvert structure that currently creates a barrier to both juvenile and adult steelhead migration and the replacement with an open-bottom conveyance structure. It is our understanding that as a resource protection measure, preconstruction nesting surveys for migratory birds will be necessary for compliance with existing federal, state, and local resource protection programs and will be detailed as resource avoidance and protection measures included in the project description.

Based on the database search, a Cardno biologist will perform a one-day focused survey for special status wildlife and botanical species most likely to occur and identify opportunities to improve habitat function as part of a multi-benefit project approach. Cardno's review and field survey will be documented in a brief biological resources technical memorandum in support of the IS/ND and subsequent permitting, which will include most appropriate avoidance strategies (including limited operating periods for construction [LOPs]), and, if needed, design element strategies to reduce potential impacts to less than significant.

Biological Resources - Botanical

Cardno proposes to conduct biological database queries and review of the most recent California Natural Diversity Database (CNDDDB) occurrence records. Based on the project area location and level of disturbance, special status botanical resources are not anticipated to be located within the

project area, and the database queries and the one-day focused survey will confirm this assumption. If the biological database queries indicate habitat for sensitive plants is present, both early- and late-blooming period surveys will most likely be required. Under this event, Cardno will coordinate with the County on these effects to the proposed environmental process, and amend the scope, and budget, as necessary.

The botanical review will be documented in the above mentioned biological resources technical memorandum, as will the most appropriate avoidance strategies and, if needed, mitigation strategies.

Cultural Resources

A review of cultural resources located within the project area will be conducted to ensure the environmental clearance is acceptable and defensible. This effort includes archival research for archaeological resources (prehistoric and historic-era), built environment resources (historic buildings), and Native American resources that may be present within the Area of Potential Effect (APE).

Archival research in order to identify archaeological and built environment resources will include a records search at the following repositories. This research will incorporate the project area and a buffer of up to 0.25 mile. This search will include a review of existing site records and investigation reports, historical mapping, and documentary sources specific to the proposed project alignment and immediate area.

Archival and research will include:

- > Local historical societies and museums
- > Review of General Land Office (GLO) records, deeds, land patent records, and Napa County assessors' offices
- > California Historical Resources Information System (CHRIS) Northwest Information Center, Sonoma State University.
- > Request for Sacred Lands File from the Native American Heritage Commission
- > Development of site-specific resource protection measures
- > Development of Inadvertent Discovery Plan and Human Burial Remains Treatment Plan

No cultural pedestrian survey of the APE is proposed as the APE is a heavily disturbed area where intact surface cultural remains are unlikely.

To support Napa County's efforts to comply with AB 52 requiring Tribal Consultation prior to preparing a CEQA document, Cardno will prepare the consultation letter(s) addressed to the appropriate tribal representative(s) of any tribe that is traditionally and culturally affiliated to the geographic area the Project is located within. We typically contact the Native American Heritage Commission to confirm tribe(s) and current representative(s) that are traditionally and culturally associated with the Project area. We find that most often we are able to successfully gather needed information, build working relationships and avoid inadvertent discoveries through the AB 52 process.

Subtask 7B: Environmental Documentation

Based on our current knowledge of the project and project area and knowledge of previous environmental documentation, Cardno is proposing that a CEQA Initial Study- Negative Declaration (IS/ND) will be required for environmental clearance for project approvals. Based on the Napa Valley RCD Fish Passage Assessment of the culvert (June 2011) steelhead have been observed in Campbell Creek and this special status species alone will require a CEQA clearance document. Cardno will prepare a detailed yet focused project description, approved by the County which will include best management practice strategies that will serve the purpose of self-mitigating the Project.

The Cardno team will prepare the project-level Initial Study (IS) and based on an analysis that shows there could be no potential significant impacts a Negative Declaration (ND) and the Notice of Intent (NOI) will be prepared for the County. The NOI will identify the public circulation dates that will not equate to less than 30-days. We are assuming a 30-day review period because the document will be submitted to the State Clearing House due to the required review of State Agencies (includes California Department of Fish and Wildlife at a minimum). A Cardno staff environmental lead will be available to support Napa County Staff when the project and IS/ND is before the Napa County decision makers for adoption and project approval. With the adoption of the IS/ND, Cardno will prepare the Notice of Determination for filing by Napa County within 5-days of project approval.

Deliverables:

- Biological Resources Technical Memorandum
- Cultural Resources Technical Memorandum
- AB 52 Tribal Consultation letter(s)
- Draft and Final CEQA Initial Study and Negative Declaration
- Notice of Intent Provide staff support for one public hearing to adopt CEQA IS/ND
- Notice of Determination

Assumptions:

- Napa County will distribute the AB 52 letters
- Notice of intent will be delivered electronically to the State Clearing House
- Napa County will file the Notice of Determination
- California Historical Resources Information System (CHRIS) Northwest Information Center, Sonoma State University, database search fees are estimate, direct cost will be invoiced, without markup, to the County
- No federal funding is anticipated and therefore National Environmental Policy Act (NEPA) clearance will not be required
- All deliverables will be submitted in electronic format appropriate for reproduction and printing
- Cardno's CEQA lead will provide support (in-person) for up to one public hearing

TASK 8 95% DESIGN - \$39,592

The Cardno team will prepare a 95% design package for the project. The 95% design will be developed based on comments received from the County at 65% design and any requirements / measures based on the environmental compliance documentation (Task 7). The 95% design plan

set will include the same plan sheet types as documented in the 65% design (Task 6). The updated plans are to represent a standard 95% detailed design and clearly define the project for permitting purposes.

In addition to the plans, draft technical specifications/special provisions for the project will be developed for materials/construction items associated with the project. The project technical specifications/special provisions will be developed in a format suitable for incorporation into a special provisions document (County template) referencing the Caltrans Standard Specifications. The Cardno team will meet with the County to review the plans and conduct a final review meeting at the project site. This meeting will enable the Cardno team and County one last opportunity to ground-truth the design plans, consider any value engineering opportunities, and walk the site to confirm the proposed improvements are appropriate to meet the project goals. To augment the plans, Cardno will produce a construction cost estimate to detail the anticipated project costs. The estimate will expand on the 65% design cost estimate for the project with refinements and updates based on the 95% design.

Deliverables:

- > 95% design plans
- > 95% draft technical specifications/special provisions
- > 95% cost estimate

Assumptions:

- > Utilities to be relocated are assumed to be limited to telecommunications which the utility owner will provide relocation plans for
- > One onsite meeting
- > Task will not commence until the environmental compliance review has been completed

TASK 9 PERMITTING - \$27,310

The Cardno team will assist the County in developing the appropriate permit application submittal packages that will be required for project implementation. The applications will combine the resource analysis that was conducted for the project-level IS/ND with the design information developed for project construction (e.g., 95% design plan set). Cardno will follow a process that has been successfully used for similar public service projects and is based on early and continuous communication and coordination between the design team, County and the appropriate permitting agencies. The permits and key supporting documents that are anticipated and scoped/budgeted for the project include:

- *USACE Section 404 Authorization (pursued under reissuance of Nationwide Permit [NWP] 3, Maintenance, or NWP 27, Aquatic Habitat Restoration, Enhancement and Establishment Activities, in 2022)*
- *San Francisco Bay Regional Water Quality Control Board (SFRWQCB) Section 401 Water Quality Certification (WQC)*
- *CDFW – Region 3 (Bay Delta Region) Lake and Streambed Alteration Agreement*
- *State Water Resources Control Board State Construction General Permit (CGP) Enrollment Notice of Intent (NOI), if 1-acre or more of disturbance will occur during construction*

- Storm Water Pollution Prevention Plan (SWPPP), in draft format complying with the Construction General Permit, if CGP enrollment is required (SWPPP required only if there is 1-acre or more of disturbance)

During the development of the 65% design plans, the Cardno team will coordinate with the appropriate agencies to obtain written documentation confirming the required permits and submittal timelines that will be necessary to meet the project construction schedule. The Cardno team is familiar with these permit application submittal requirements and will coordinate with the regulatory agencies to ensure the project construction schedule will be met.

Permit applications and (if needed) the project-level SWPPP (draft format) will be prepared during the 95% design step. Permit application submittal packages will include the project's 95% design plan set. Agency requests and permit conditions will then be incorporated into the 100% design.

Task Deliverables:

- > USACE Section 404 Authorization Documentation (Non-notifying NWP 3, Maintenance, or NWP 27, Aquatic Habitat Restoration, Enhancement and Establishment Activities)
- > SFBRWQCB Section 401 WQC
- > CDFW LSAA (Standard Agreement)
- > SWRCB NOI, and 1 draft and 1 working final SWPPP document (SWPPP required only if there is 1-acre or more of disturbance)

Task Assumptions:

- > The Project is a public service project, removing an identified barrier to fish passage, increasing flow capacity and infrastructure resiliency with the replacement of an undersized culvert with a bottomless structure spanning Campbell Creek. Because of the nature of the project, the assumption is that USACE and SFBRWQCB will not require compensatory mitigation as a condition of authorizations.
- > We assume one submittal of CWA Section 404 and 401 permits applications that will be based on the 95% Design Plan, providing supplemental project information to USACE and SFBRWQCB, as necessary. Our approach is to present a maximum-case impact estimation to waters of the U.S and to waters of the State. A subsequent change in the project design or location, which results in impacts that exceed this maximum-case impact estimation, may trigger additional permitting actions (e.g., reapplication or change from a Nationwide Permit authorization to a Letter of Permission) that are not included in Task 7.

TASK 10 100% DESIGN DOCUMENTS - \$16,130

The Cardno team will prepare a 100% design package for the project. Cardno will finalize the 100% design based on comments received from the County on the 95% design along with permit conditions received from regulatory agencies reviewing the permit applications. The 100% design will be a construction-ready set of documents, including complete plans, technical specifications/special provisions, bid list, and cost estimate. A draft 100% design plans will be reviewed by the County and an updated 100% Final design package will be completed with any final comments from the County.

Deliverables:

- > 100% draft design plans
- > 100% final design plans
- > 100% technical specifications/special provisions
- > 100% cost estimate/bid list

Assumptions:

- > Utilities to be relocated are assumed to be limited to telecommunications which the utility owner will provide relocation plans for
- > The County is responsible for all contractual/front end special provision/technical specification sections

TASK 11 BID SUPPORT - \$10,372

The Cardno team will provide as-directed support throughout the duration of construction bidding, including construction bidding and bid review phases. These efforts will include:

- > Request for information (RFI) response support
- > Attendance at the pre-bid meeting
- > Bid review support

Cardno will incorporate any edits generated from the construction pre-bid process for a 100% addendum package for construction contracting purposes as directed.

Deliverables

- > Contractor Questions/RFI responses
- > 100% addendum document

Assumptions

- > All efforts associated with this task will be on a time and materials basis; cost/budget is an estimate of time and effort only.

TASK 12 CONSTRUCTION SUPPORT – \$34,436

The Cardno team will provide as-directed general construction support assistance throughout the duration of the construction contract for the Project. Construction oversight assistance associated with this task will include coordination during construction of the Project to address any design questions that may arise during the course of construction. This design coordination will occur as needed/as-directed for the proper construction and progress of the Project and as requested/directed by the County project manager.

For the purposes of this scope, it is assumed the following efforts will be required:

- > Submittal review (6 assumed)
- > RFI review/responses (6 assumed)
- > Contract change order review support (0 Assumed)

Cardno will develop the record drawings for the Project based on construction as-built drawings. The record drawings will be developed in AutoCAD, based on the 100% design

drawings, updates to the drawings during construction and from a combination of the construction inspectors redlined plans and the construction contractor's redlined plans.

Deliverables

- > Construction oversight materials/review documents
- > Record drawings

Assumptions

- > All efforts associated with this task will be on a time and materials basis; cost/budget is an estimate of time and effort only.
- > The County will provide complete redline copies from the inspector and construction contractor of all changes made to the bid set of plans (including survey notes and final elevations).
- > RFI's, submittal review or change order review associated with "Contractor" errors or omissions will not be compensated.

TASK 13 AS DIRECTED SERVICES - \$20,000 (OPTIONAL)

The Project is complex with many tasks to be completed. In the event additional requirements not identified in this scope are placed on the County or the Project, the Cardno team will provide any necessary assistance. This assistance will be done as an "as directed" basis and on a time and materials basis. No work will be performed on this task, or billings occur, without written correspondence (letter or email) from the County directing the extent of work.

Deliverables:

- > Deliverables associated with this task will be as directed by the County depending on the required services to be performed.

Assumptions:

- > No work on this task will occur without written direction from the County.

TASK 14 ENVIRONMENTAL MONITORING - \$65,180 (OPTIONAL)

CWA Section 404/401 WQC and CDFW LSAA Compliance Monitoring

The Cardno team will conduct environmental compliance monitoring and reporting for the project, as directed by general conditions and project conditions assigned by CWA Section 404/401 authorizations and the CDFW LSAA:

- Conduct Pre-construction Surveys for special-status species and nesting birds within 5-days of start of construction.
- Develop Worker Environmental Awareness Program (WEAP) materials and conduct training with County's contractor.
- Conduct Weekly Visual Monitoring and Reporting of good housekeeping, source control erosion and sediment control, a resource avoidance and protection BMPs (assumed based on construction scheduled during dry channel conditions).

- Weekly Visual Monitoring will be documented on an Inspection Form that will be designed to address the environmental requirements and permit conditions and will be supported by photo documentation of construction site conditions.
- Per CWA 401 WQC general conditions, photo documentation will include a unique identifier, date stamp, written description of photo details, and latitude/longitude (in decimal degrees) or map indicating location of photo. Successive photos will be taken from the same vantage point to compare pre/post construction conditions. (13 days; pre-construction photos will be collected by the Biologist during the Pre-construction Surveys, 12 site visits during active construction, and 1 site visit to collect post-construction/permanent BMP implementation photos. Note that additional post-construction visual monitoring during the rainy season may be required by the 401 WQC, but is unknown at this time)
- Reporting will include:
 - Commencement of Construction: The Permittee shall submit a Commencement of Construction Report at least seven (7) days prior to start of initial ground disturbance activities. (1 hour)
 - Annual/Post-Project Report: The Post-Project Report that will accompany the Request for Notice of Completion Letter will include a construction summary, event summary (if applicable), photo summary and compliance summary.
 - Request for Notice of Project Complete Letter: The Permittee shall submit a Request for Notice of Project Complete Letter when construction and/or any post-construction monitoring is complete, and no further Project activities will occur. Completion of post-construction monitoring shall be determined by Water Board staff and shall be contingent on successful attainment of restoration and mitigation performance criteria, which will be presented in the Post-Construction Report. This request shall be submitted to Water Board staff within thirty (30) days following completion of all Project activities. Upon approval of the request, Water Board staff shall issue a Notice of Project Complete Letter to the Permittee, which will end the monitoring period and associated annual fees.

State Construction General Permit Enrollment (If over 1 acre)

Should enrollment in the State's Construction General Permit (CGP) be triggered by a disturbance regime of 1-acre or more and assuming a Type 1 or Type 2 Risk Level, a QSP will be trained by the QSD and will conduct the Daily Visual Monitoring and Reporting.

- *All Type 1 and Type 2 LUPs (linear utility project) dischargers are required to conduct daily inspections by qualified personnel of the construction site during site operating hours.*
- *All Type 1 and Type 2 LUPs dischargers are required to conduct inspections prior to all anticipated precipitation events, during, and after actual precipitation events.*

- *The discharger is required to conduct inspections during site operating hours for each 24-hour period during extended precipitation events. Inspections can be discontinued in non-active construction areas where soil disturbing activities have been completed and final stabilization has been achieved (e.g., trench has been paved, substructures installed, and successful vegetative cover or other stabilization criteria have been met).*
- *The goals of these inspections are: (1) to identify areas contributing to a stormwater discharge; (2) to evaluate whether measures to reduce pollutant loadings identified in the SWPPP are adequate, properly installed, and functioning in accordance with the terms of the CGP; and (3) to determine if additional control practices or corrective maintenance activities are needed. Equipment, materials, and workers must be available for rapid response to failures and emergencies.*
- *All corrective BMP maintenance is to be performed as soon as possible, depending upon worker safety.*
- *The CGP also requires a log of inspections conducted before, during, and after the precipitation event(s) be maintained in the SWPPP. The log will provide the date and time of the inspection and who conducted the inspection. Photographs must be taken during site inspections and submitted through SMARTS.*

Cardno will develop the record drawings for the Project based on construction as-built drawings. The record drawings will be developed in AutoCAD, based on the 100% design drawings, updates to the drawings during construction and from a combination of the construction inspectors redlined plans and the construction contractor's redlined plans.

At this time, Receiving Water Monitoring is not anticipated due to construction during the dry season. However, if the schedule changes or wet weather causes active channel conditions, daily monitoring is included to ensure permitting requirements are met. If surface water is present, continuous visual surface water monitoring must be conducted during active construction periods to detect accidental discharge of construction related pollutants (e.g. oil and grease, turbidity plume, or uncured concrete). Daily inspections are included in the budget if the channel does become active.

- Surface water sampling (turbidity, pH) must be conducted: a. when performing any in-water work; b. during the entire duration of temporary surface water diversions; c. in the event that the Project activities result in any materials reaching surface waters; or d. when any activities result in the creation of a visible plume in surface waters.
- Depending on the results of biological surveys conducted during CEQA environmental clearance, the presence of surface water may also trigger a project condition in the CDFW LSAA requiring a biological monitor be present during the construction period. If this situation results, a QSD scheduled for surface water monitoring that also has the required biological resources experience will be trained by the QSD.

Deliverables

- > Construction oversight materials/review documents
- > Record drawings
- > Weekly Visual Inspection Form and Photo Documentation
- > Daily monitoring (If triggered by permitting requirements, active channel or SWPPP)
- > Construction Commencement Report
- > Annual/Post-Project Report
- > Request for Letter of Completion

Assumptions

- > All efforts associated with this task will be on a time and materials basis; cost/budget is an estimate of time and effort only.
- > The County will provide complete redline copies from the inspector and construction contractor of all changes made to the bid set of plans (including survey notes and final elevations).
- > The construction duration is estimated to be 12 weeks
- > Daily inspections may include SWPPP and/or active channel/dewatering monitoring. If no daily monitoring is required, no budget is required for this sub task.

II. COMPLIANCE WITH GOVERNMENT CODE SECTION 7550. As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of COUNTY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

EXHIBIT “B”

COMPENSATION AND EXPENSE REIMBURSEMENT

Cardno Rates

	Total Rate
Senior Consultant 3	\$ 250
Senior Consultant 2	\$225
Senior Consultant 1	\$205
Senior Project Consultant 2	\$195
Senior Project Consultant 1	\$175
Senior Staff Consultant 2	\$130
Project Consultant 2	\$160
Project Consultant 1	\$145
Consultant 1	\$105
Assistant Staff Consultant	\$90
Technical Editor	\$140
Senior Project Coordinator	\$115

Expenses

Mileage Costs	Per mile	\$IRS Rate
Cultural Database Inquiry	Each	\$GSA Rate

Note: Total reimbursable expenses not to exceed is SEVEN THOUSAND THREE HUNDRED FIFTEEN DOLLARS (\$7,315) and the total not to exceed amount including reimbursable expenses and professional services is THREE HUNDRED EIGHTY-TWO THOUSAND THREE HUNDRED FIFTY-FIVE DOLLARS (\$382,355).

EXHIBIT "C"

[Company Name]
 [Street Address]
 [City, ST ZIP Code]
 Phone [phone] Fax [fax]
 Taxpayer ID #

**SAMPLE
INVOICE**

INVOICE # _____

DATE: _____

TO:

[Customer Name]
 [Street Address]
 [City, ST ZIP Code]

FOR:

[Project or service description]
 Contract No.

Date	DESCRIPTION	Employee & Title	HOURS	RATE	AMOUNT
1/1/15	Site visit/investigation 123 Main St, Napa. Conf w/Owner AutoCad, Bldg X, 3 rd Floor	Smith, Engineer	1.5	\$165.00	247.50
1/1/15		Smith, Engineer	1	\$165.00	165.00
1/1/15		Smith, Engineer	4	\$165.00	660.00
		Smith, Engineer			
1/2/15	Rev plans, phone conf w/Owner	Jones, PE	1.75	\$195.00	341.25
1/2/15	AutoCad Bldg X, 3 rd Floor Conf w/Owner re 2 nd Floor	Smith, Engineer	4	\$165.00	660.00
1/2/15		Smith, Engineer	.5	\$165.00	82.50
1/3/15	Mtg w/Jones re 2 nd Floor; conf w/Owner Mtg w/Smith; conf w/Owner re 2 nd Floor	Smith, Engineer	1.5	\$165.00	247.50
1/3/15		Jones, PE	1.5	\$195.00	292.50
TOTAL					

EXHIBIT “D”

CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including, but not limited to, all cleanup work at the jobsite.

1.1. Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

2. Penalties for Violations. The Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.

3. Payroll Records. The Contractor and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Contractor shall require its subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in California Labor Code section 1776 on a monthly basis, both to the County and directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the County and the DIR as required by this section.

3.1. If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4 below, then the Contractor or such subcontractor is not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

3.2. The County may require the Contractor and its subcontractors to prepare and submit records specified in section 1776 to the County and the Labor Commissioner on a weekly basis, at no additional cost to the County.

4. Apprentices. The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

5. Working Hours. The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

8. Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. The County must withhold contract payments from the Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

9. Contractor and Subcontractor Registration Requirements. The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by section 7029.1 of the California Business and Professions code or by sections 10164 or 20103.5 of the California Public Contract Code, provided the Contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.

9.1. A Contractor's inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within twenty-four hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

9.2. By submitting a bid or proposal to the County, the Contractor is certifying that he or she has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5, and the Contractor shall provide proof of registration for themselves and all listed subcontractors to the County at the time of the bid or proposal due date or upon request.

9.3. The County may ask the Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and the Contractor shall provide the list within ten (10) working days of the County's request.

9.4. This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

10. Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-267

TO: Board of Supervisors
FROM: Steven Lederer - Director of Public Works
REPORT BY: Nydia Campoy - Senior Office Assistant
SUBJECT: Resolution temporarily closing a portion of Silverado Trail, Oak Knoll Avenue, Big Ranch Road and El Centro Avenue

RECOMMENDATION

Director of Public Works requests adoption of a resolution temporarily closing portions of Silverado Trail, Oak Knoll Avenue, Big Ranch Road, and El Centro Avenue from 7:00 A.M. to 1:30 P.M. on Sunday, March 6, 2022 for the 43rd Annual Kaiser Permanente Napa Valley Marathon.

EXECUTIVE SUMMARY

Kevin Pool, applicant of the non-profit organization, the Kaiser Permanente Napa Valley Marathon, Inc., has requested a temporary closure of portions of Silverado Trail, Oak Knoll Avenue, Big Ranch Road, and El Centro Avenue for the 43rd Annual Kaiser Permanente Napa Valley Marathon scheduled for Sunday, March 6, 2022 from 7:00 A.M. to 1:30 P.M.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Collaborative and Engaged Community

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Approval of the project is a ministerial action which is exempt from CEQA (14 CCR 15268; Friends of Sierra Madre v. City of Sierra Madre (2001) 25 Cal. 4th 165).

BACKGROUND AND DISCUSSION

This year marks the 43rd Annual Kaiser Permanente Napa Valley Marathon, scheduled to take place on Sunday, March 6, 2022. The course begins on Silverado Trail at Rosedale Lane in Calistoga, and runs along Silverado Trail from Calistoga to Oak Knoll Avenue, Oak Knoll Avenue from Silverado Trail to Big Ranch Road, Big Ranch Road from Oak Knoll Avenue to El Centro Avenue, El Centro Avenue from Big Ranch Road to the Napa City Limits and continuing on to the finish at Vintage High School in Napa. In addition to the full marathon, a half marathon will begin at Conn Creek Winery and finishing at Vintage High School following the same route as the marathon. Participants will park at Vintage High School where they will be transported by buses to the start of the marathon and half marathon. There have been no reported problems or complaints associated with previous years' events.

For public and participant safety, the organizers have requested road closures to facilitate running the 26.2 miles with the least amount of inconvenience to the public. All traffic control and road closures will be under the direction of the California Highway Patrol (CHP), with a rolling closure in effect for southbound traffic. Runners will have the full width of Silverado Trail for the first 12 miles from Calistoga to State Highway 128. Silverado Trail will be closed to southbound traffic from State Highway 128 to Yountville Crossroad. CHP will escort any vehicles traveling north on Silverado Trail to their destination(s) in small groups, at reduced speeds, to insure safety for the race participants. Silverado Trail will then be closed from Yountville Crossroad to Oak Knoll Avenue between the hours of 7:00 A.M. and 1:30 P.M. and Oak Knoll Avenue from Silverado Trail to Big Ranch Road, Big Ranch Road from Oak Knoll Avenue to El Centro Avenue, El Centro Avenue from Big Ranch Road to the Napa City Limits and continuing on to the finish at Vintage High School in Napa. In the event of an emergency, CHP is present to modify/stop the event as needed to accommodate the particular situation.

The aid station located at the nine-mile mark (intersection of Silverado Trail at Pope Street in St. Helena) will be staffed with one doctor, one nurse, and one physical therapist. Aid stations are roughly 2.5 miles apart and communication will be through the use of cell phones and HAM radio operations at these locations. The medical center, located at the finish area, will be staffed with at least 3 doctors, two nurses, two physical therapists, and twelve podiatric students and an advisor. A physical therapist center will be located adjacent to the Vintage High School cafeteria where several physical therapists will be on duty.

Public Works has included conditions to ensure a safe environment for the public. These conditions are:

- A. All traffic control devices and personnel be in conformance with Caltrans' Traffic Manual;
- B. All properties having access to Silverado Trail, Oak Knoll Avenue, Big Ranch Road, and El Centro being closed shall be notified prior to the event and access shall be provided to them during the event;
- C. Access shall be provided for emergency vehicles at all times;
- D. The organizers of the Kaiser Permanente Napa Valley Marathon shall contract with the CHP for traffic control services during the event;
- E. A certificate of insurance in the amount of \$1,000,000 shall be provided to the County naming the County of Napa, its employees, agents, and officers as additional insureds;
- F. All costs of clean up and repairs to County facilities damaged as a result of this event shall be borne by

the organizers of the Kaiser Permanente Napa Valley Marathon; and

- G. All portable toilets shall be removed from the Napa County right-of-way immediately following the conclusion of the event and shall not remain in the right-of-way after sundown.

Public Works has received both the Insurance Certificate and the Agreement with CHP.

Calendar of Events

There are no special events scheduled in the six weeks preceding this event.

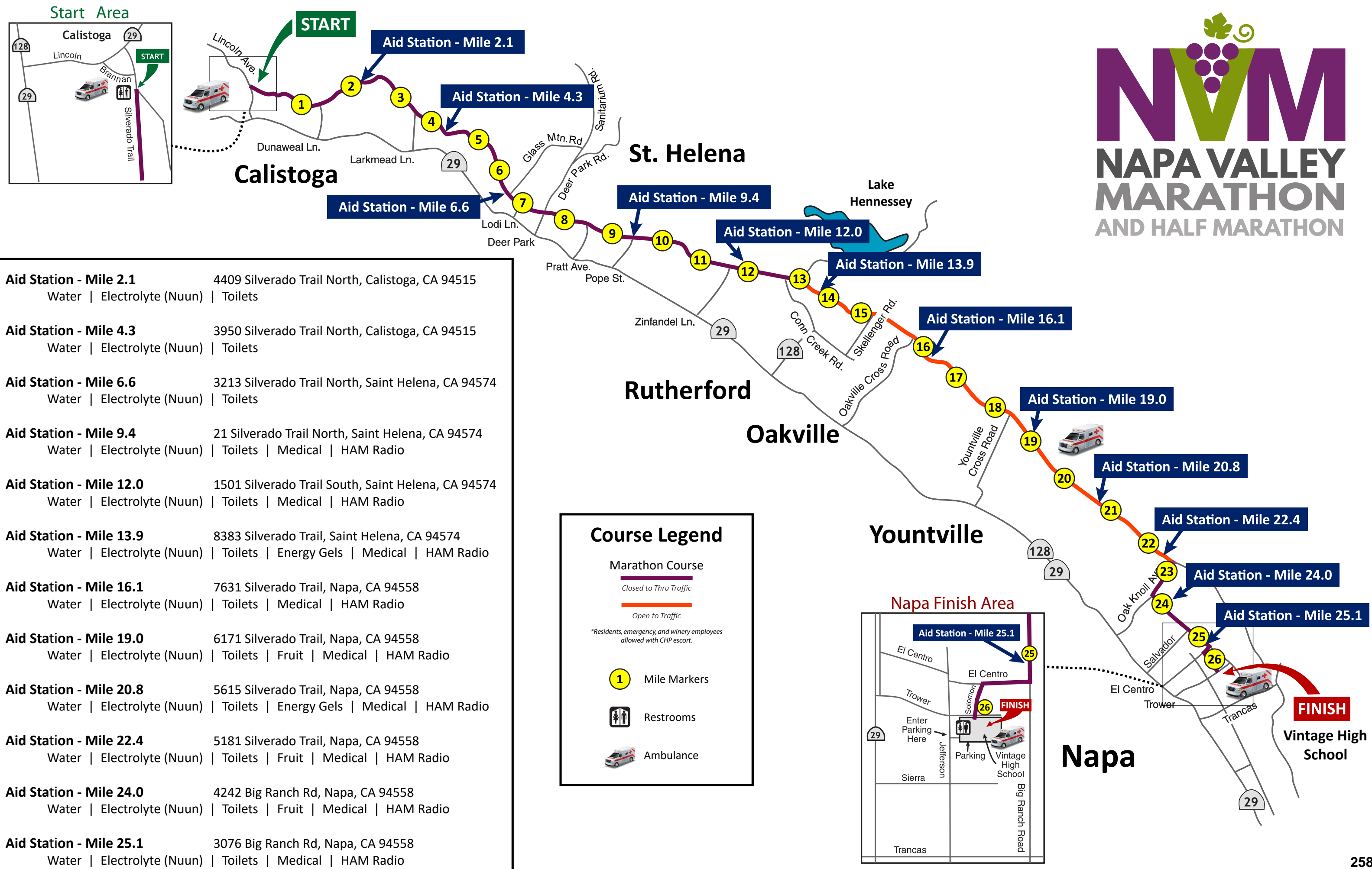
The following special events are scheduled in the six weeks following this event; road closures noted:

Women's Half Marathon, March 20, 2022

SUPPORTING DOCUMENTS

- A. Course Map
- B. Letter to Residents
- C. Resolution

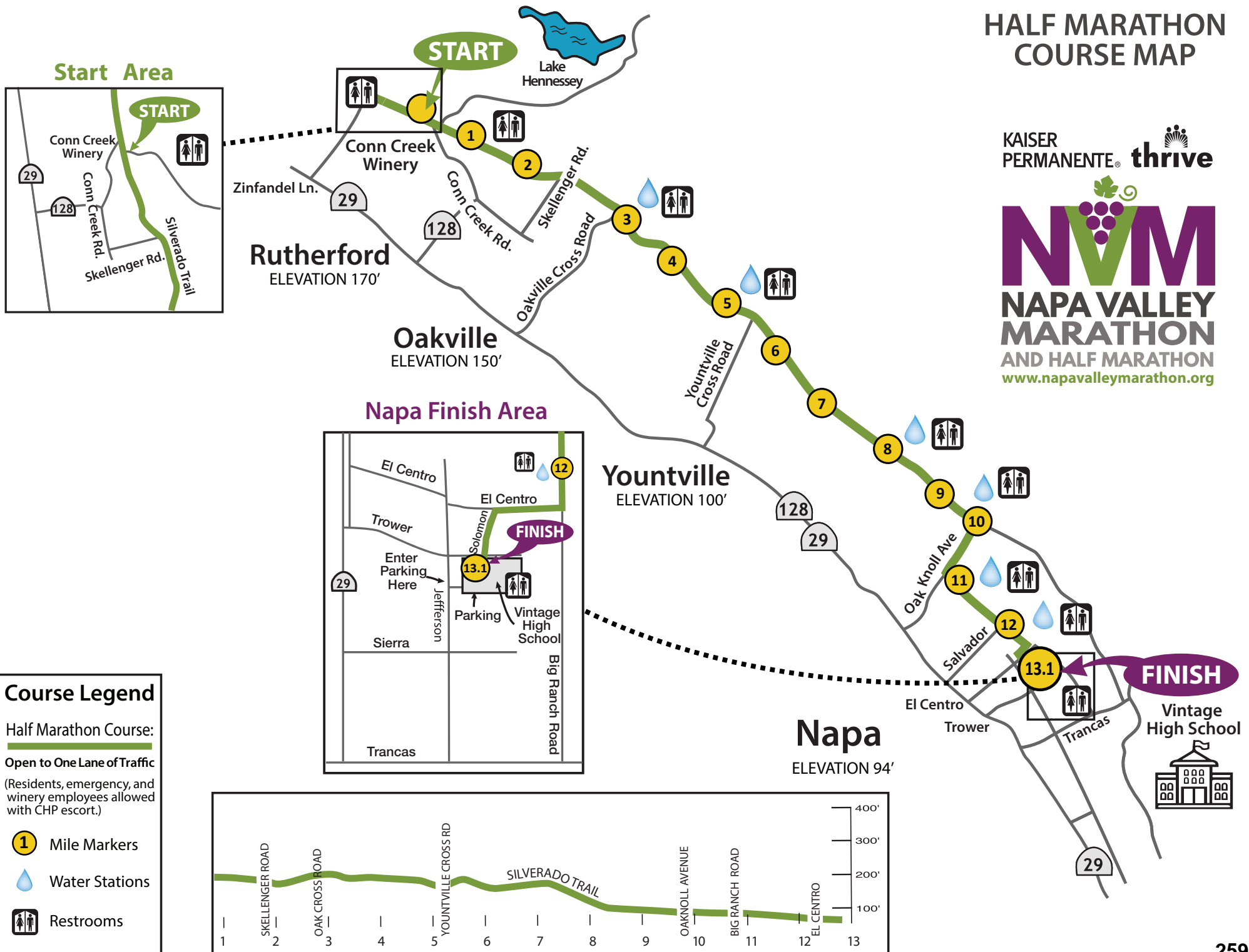
NVM
NAPA VALLEY
MARATHON
AND HALF MARATHON



HALF MARATHON COURSE MAP

KAISER PERMANENTE **thrive**

NVM
NAPA VALLEY
MARATHON
AND HALF MARATHON
www.napavalleymarathon.org





Road Closures on March 6, 2022

Due to the **43rd running of the Kaiser Permanente Napa Valley Marathon & Half Marathon**, it will be necessary to close down sections of Silverado Trail, Oak Knoll Avenue, Big Ranch Road and El Centro Avenue for a period of time. The following times are approximate and may be used as general guidelines.

Silverado Trail from Calistoga to Dunaweal Lane	6:00 to 8:30am
Silverado Trail from Dunaweal to Deer Park Road	7:15 to 9:30am
Silverado Trail from Deer Park Road to Highway 128	7:30 to 10:30am
Silverado Trail from Highway 128 to Skellenger Ln.	5:00 to 11:00am
Silverado Trail from Skellenger Ln. to Yountville Crossroad	7:00 to 11:45am
Silverado Trail from Yountville Crossroad to Oak Knoll Avenue	7:10am to 12:45pm
Oak Knoll Avenue from Silverado Trail to Big Ranch Rd	7:15am to 1:00pm
Big Ranch Rd from Oak Knoll Ave to El Centro Ave	7:15am to 1:15pm
El Centro Ave from Big Ranch Rd to Solomon Ave	7:00am to 1:30pm
Solomon Ave from El Centro Ave to Trower Ave	7:00am to 1:30pm

Traffic controls and closures will be controlled by CHP; all times and closures are subject to change at CHP's discretion.

During this period, residents should proceed northbound at a slow speed exiting at the closest intersection. Residents north of the intersection of Highway 128 and Silverado Trail that need to leave while the highway is closed will have to go southbound at the speed of the runners and exit Silverado Trail at the nearest intersection.

South of Highway 128, the northbound lane will be closed to all traffic except residents, workers and emergency vehicles. Workers needing access to northbound Silverado Trail from the intersections of Oak Knoll Avenue to Highway 128 will need a Napa Valley Marathon worker permit. To obtain permits, please contact kevin@blisteringpace.com.

The Napa Valley Marathon & Half Marathon supports Napa Valley youth and other local charities. This is a once-a-year event and we appreciate your cooperation and patience. For more information, please visit our website at www.napavalley marathon.org. Come out and enjoy the race!

Thank you,

Kevin Pool
Course Director
kevin@blisteringpace.com
410.596.9189 M

RESOLUTION NO. _____

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,
STATE OF CALIFORNIA, TEMPORARILY CLOSING PORTIONS OF
SILVERADO TRAIL, OAK KNOLL AVENUE, BIG RANCH ROAD, AND
EL CENTRO AVENUE**

WHEREAS, Section 21101 of the California Vehicle Code allows local authorities to adopt rules and regulations by resolution to provide for temporarily closing a portion of any street or road for celebrations, parades, local special events, and other purposes when, in their opinion, the closing is necessary for the safety and protection of persons who are to use that portion of the street or road during the temporary closing; and

WHEREAS, the Napa Valley Marathon, Inc. (“Permittee”) has requested a special events permit for a race – the Napa Valley Marathon and Half Marathon – to be held on March 6, 2022 between the hours of 7:00 A.M. and 1:30 P.M.; and

WHEREAS, Permittee as part of the special events permit application has requested the temporary closure of Silverado Trail from the Calistoga City Limits to Oak Knoll Avenue, Oak Knoll Avenue between Silverado Trail and Big Ranch Road, Big Ranch Road from Oak Knoll Avenue to El Centro Avenue, and El Centro Avenue from Big Ranch Road to the Napa City Limits;

NOW, THEREFORE, BE IT RESOLVED by the Napa County Board of Supervisors pursuant to Section 21101 of the California Vehicle Code that the Board hereby permits the temporary closure of Silverado Trail from the Calistoga City Limits to Oak Knoll Avenue, Oak Knoll Avenue between Silverado Trail and Big Ranch Road, Big Ranch Road from Oak Knoll Avenue to El Centro Avenue, and El Centro Avenue from Big Ranch Road to the Napa City Limits on Sunday, March 6, 2022 from 7:00 A.M. to 1:30 P.M. to provide for the safety and protection of persons using those portions of these County roads during that period, subject to the following conditions:

1. Permittee will furnish to the County a Certificate of Insurance in the amount of \$1,000,000 with an endorsement naming Napa County and its officers, employees, agents, and volunteers as additional insureds; and
2. Traffic control measures including but not limited to signs, barricades and cones, shall be used as directed by traffic control personnel and be in accordance with the requirements of the State of California, Department of Transportation, Traffic Manual and as approved by Napa County, both as to type and location; and
3. Permittee shall have entered into a contract with the California Highway Patrol for traffic control services during the event; and
4. Permittee acknowledges the County, at its sole discretion, has the right to cancel or terminate the event in the interest of public or participant safety; and

5. The owners and occupants of all properties having access to the portions of Silverado Trail, Oak Knoll Avenue, Big Ranch Road, and El Centro Avenue being closed shall be notified by Permittee or their representative at least two weeks prior to the event and access shall be provided to them during the event; and
6. Access and through travel, if necessary, shall be provided for emergency vehicles at all times; and
7. All clean-up and repair of any damage done to County-owned facilities as a result of this event shall be done by the Permittee at Permittee's expense.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the _____ day of _____, 2022, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

By: _____
Ryan Gregory, Chair of the
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>John L. Myers (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>January 20, 2022</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 21-1357

TO: Board of Supervisors
FROM: Oscar Ortiz - Sheriff-Coroner
REPORT BY: Rollie Soria, Staff Services Analyst II
SUBJECT: Resolution for Boating Safety and Enforcement Aid Program FY22/23

RECOMMENDATION

Sheriff requests the following actions regarding the FY 2022/2023 Boating Safety and Enforcement Financial Aid Program:

1. Adoption of a Resolution to apply for and accept a grant award from the California Department of Parks and Recreation, Division of Boating and Waterways for the term July 1, 2022 through June 30, 2023, to conduct boating safety and enforcement activities; and
2. Appoint the Sheriff or designee to execute all documents, including but not limited to applications, agreements, quarterly activity reports, payment requests, claim forms and other documents that may be required, subject to County Counsel approval.

EXECUTIVE SUMMARY

Sheriff's Office applies for and receives annual funding from the California Department of Parks and Recreation, Division of Boating Waterways through their Boating Safety and Enforcement Financial Aid Program. Today's requested action authorizes continued participation in the program for Fiscal Year 2022/2023. If awarded, funding will continue to support law enforcement salaries and equipment necessary for patrolling Napa County waterways.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Sheriff
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes

Future fiscal impact:	Awarded funds will be budgeted accordingly in future fiscal years.
Consequences if not approved:	If this item is not approved, Sheriff's Office will be unable to apply for and potentially receive funding from the Boating Safety and Enforcement Financial Aid Program. Since the activities provided under this allocation are mandatory, the County would need to use additional General Fund monies to provide boating safety and enforcement activities on Napa County waterways.
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The primary focus of the Sheriff's Office efforts in boating safety and enforcement is on the waters of Lake Berryessa. The lake itself is 30 square miles of waterway with numerous marinas, resorts and public use areas. The United States Department of Interior, Bureau of Reclamation (BOR) manages the lake, but has no enforcement authority and is not equipped to perform any boating safety or enforcement.

Sheriff's Office duties at Lake Berryessa include, but are not limited to, enforcement of all boating laws, state laws, county ordinances, boating safety inspections/instruction, vessel accident investigations, search and rescue, emergency medical transports from the water or inaccessible areas, special events and boating safety consultation to BOR and the resorts. Sheriff's Office patrols Lake Berryessa on a full time basis with added coverage during spring and summer months. In addition to Lake Berryessa, Sheriff's Office also conducts checks of Lake Hennessy, a small municipal water supply approximately 2 square miles in size and provides frequent boating safety inspections to the 75 shoreline miles of Napa River.

One (1) Sergeant and three (3) Deputies are assigned full-time to Sheriff's Office Boat Patrol. During peak season periods, additional deputies are assigned to Boat Patrol. Other expenses incurred are maintenance and fuel for patrol boats and equipment purchases. Sheriff's Boat Patrol activities are financed primarily by California Department of Parks and Recreation, Division of Boating and Waterways through the Boating Safety and Enforcement Financial Aid Program.

Approval of the resolution will allow the Sheriff's Office to apply for and accept an award up to \$781,609 from the Boating Safety and Enforcement Financial Aid Program through the California Department of Parks and Recreation, Division of Boating and Waterways for FY 2022/2023; and authorize the Sheriff or designee to sign quarterly activity reports, claim forms and other documents for submission to the Division of Boating and Waterways; and authorize the County Auditor-Controller to certify the amount of prior year vessel taxes received by the County. Based on historical awards, Sheriff's Office anticipates a grant award of about

\$300,000 and vessels taxes in the amount of \$74,266 to support Boat Patrol Activities.

RESOLUTION NO. _____

RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING THE COUNTY'S AND SHERIFF'S OFFICE APPLICATION AND ACCEPTANCE OF GRANT FUNDS FROM THE STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, BOATING SAFETY AND ENFORCEMENT FINANCIAL AID PROGRAM

WHEREAS, the Boating Safety and Enforcement Financial Aid Program was established in 1969 by California Assembly Bill 1827 (Section 663.7 of the Harbors and Navigation Code), which provides funds to local governmental agencies whose waterways have high usage by transient boaters and an insufficient tax base to fully support a boating safety and enforcement program; and

WHEREAS, the California Department of Parks and Recreation, Division of Boating and Waterways has been delegated the responsibility to administer the program; and

WHEREAS, Napa County annually applies for and is awarded grant funding for boating safety and enforcement activities on Napa County's waterways. Such activities may include, but are not limited to, enforcement of all boating laws, state laws, county ordinances, boating safety inspections and instruction, vessel accident investigations, search and rescue, emergency medical transports from the water to inaccessible areas, special events and boating safety consultation to Bureau of Reclamation and resorts (hereafter collectively "the Project"), for the grant cycle July 1, 2022 through June 30, 2023; and

WHEREAS, procedures established by the California Department of Parks and Recreation require an applicant's governing body to certify by resolution the approval to apply for and receive grant funding from the Boating Safety and Enforcement Aid Program; and

WHEREAS, the Project appears to be, or is in conformance with, Napa County's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project.

NOW, THEREFORE, BE IT RESOLVED that the Napa County Board of Supervisors hereby:

1. Approves the applying for and receiving of funding from the Boating Safety and Enforcement Financial Aid Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that pursuant to the Harbors and Navigation Code Section 663.7(e), the Sheriff shall not allocate funds to any county or public agency within Napa County unless Sheriff receives a resolution adopted annually by the Board of Supervisors authorizing Napa County to participate in the program and certify that Napa County will expend for boating safety programs during that year not less than an amount equal to 100 percent of

the amount received by Napa County from personal property taxes on vessels. The money allocated to Napa County pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (a), that are conducted in Napa County; and

4. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands and agrees with the Project Agreement; and
5. Appoints the Napa County Sheriff or authorized designee as agent to sign the application, quarterly activity reports, reimbursement claim forms, and other documents for submission to the Division of Boating and Waterways.
6. Authorizes the Napa County Auditor-Controller to certify the amount of prior year vessel taxes received by the County.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the ____ day of _____, 2022, by the following vote:

AYES:	SUPERVISORS	_____
NOES:	SUPERVISORS	_____
ABSTAIN:	SUPERVISORS	_____
ABSENT:	SUPERVISORS	_____

NAPA COUNTY, a political subdivision of the State of California

By: _____,
RYAN GREGORY, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: S. Darbinian Deputy County Counsel</p> <p>Date: 1/28/22</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By: _____</p>
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Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 21-1368

TO: Board of Supervisors
FROM: Oscar Ortiz - Sheriff-Coroner
REPORT BY: Rollie Soria, Staff Services Analyst II
SUBJECT: Law Enforcement Services with the City of American Canyon Amend. No. 17

RECOMMENDATION

Sheriff requests approval of and authorization for the Chair to sign Amendment No. 17 of revenue Agreement No. 200005B (previously No. 3220) with the City of American Canyon, increasing the amount by \$254,639 through June 30, 2024 for a new maximum of \$36,189,777 over the five (5) year term to add one (1) Records Technician II to the contracted staff for law enforcement services.

EXECUTIVE SUMMARY

The City of American Canyon has contracted with the Sheriff's Office for the provision of law enforcement services within the City's municipal boundaries since 1993. This Amendment No. 17 increases the total contract amount through June 30, 2024 by \$254,639 to add one (1) Records Technician II position to the contracted staff supplied to the City.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Sheriff's Office Org 1360000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This item is discretionary in that there is no mandate for the Sheriff's Office to provide municipal law enforcement services to the City of American Canyon. Under this agreement, American Canyon reimburses the County for the full cost of services plus administrative overhead expenses.
Is the general fund affected?	Yes

Board of Supervisors	Agenda Date: 2/8/2022	File ID #: 21-1368
Future fiscal impact:	The increase in both revenue and expense will be budgeted accordingly in future fiscal years.	
Consequences if not approved:	If Amendment No. 17 is not approved, the Sheriff's Office would not provide a Records Technician II position to the City of American Canyon.	
County Strategic Plan pillar addressed:	Healthy, Safe, and Welcoming Place to Live, Work, and Visit	

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines for the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].

BACKGROUND AND DISCUSSION

The City of American Canyon has contracted with Napa County Sheriff's Office for law enforcement services since 1993. Under the terms of the current agreement approved by the Board in 2019, the Sheriff's Office provides one (1) Police Chief (Captain), four (4) Sergeants and nineteen (19) Deputy Sheriffs. Included in the Deputy Sheriff positions are one (1) Community Resource Officer, two (2) School Resource Officers, two (2) Motor Officers and two (2) Canine Officers. Recently, the City of American Canyon requested one (1) Records Technician II be added to the agreement.

During the term of this agreement, July 1, 2019 through June 30, 2022 and Option Years One and Two through June 30, 2024, the total cost for law enforcement services as set forth in the amendment is as follows: FY 2019-2020: \$6,751,165; FY 2020-2021: \$6,953,701; FY 2021-2022: \$7,227,151; Option Year One FY 2022-2023: \$7,516,138; Option Year Two FY 2023-2024: \$7,741,622.

For this Amendment No. 17 of Agreement No. 200005B (previously No. 3220) the Sheriff's Office would add one (1) non-sworn Records Technician II effective March 1, 2022, increasing the total agreement by \$254,639 through June 30, 2023 for a new maximum of \$36,189,777 over the five (5) year term.

Napa County Agreement No. 200005B (pka 3220)
American Canyon Agreement No. 2013-72

**AMENDMENT NO. 17
TO AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN NAPA COUNTY AND
THE CITY OF AMERICAN CANYON**

THIS AMENDMENT NO. 17 (“Amendment”) to Napa County Agreement No. 200005B (previously known as Agreement No. 3220) for law enforcement services is made and entered into as of the 1st day of March, 2022, by and between Napa County (“County”), a political subdivision of the State of California, and the City of American Canyon (“City”), a municipal corporation.

RECITALS

WHEREAS, the parties previously entered into an Agreement for Law Enforcement Services, initially dated July 9, 1996 and amended from time to time thereafter until a new agreement was reached between the parties dated July 2006 (the “Agreement”), pursuant to which the City contracted with County for the provision of certain law enforcement services within the City's municipal boundaries; and

WHEREAS, the Agreement has been amended from time to time to provide a service plan and cost estimates for future fiscal years; and

WHEREAS, the parties now desire to add a Sheriff’s Records Tech II to the contracted staff to be supplied to the City; and

WHEREAS, Section 43 of the Agreement provides that all changes to the Agreement must be by written amendment authorized by the City's City Council and the County's Board of Supervisors.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements of the parties and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 14, entitled “Compensation for Services” is hereby amended to read in full as follows:

“During the term of this Agreement (from July 1, 2019 to June 30, 2022 and Option Year One July 1, 2022 to June 30, 2023, Option Year Two July 1, 2023 to June 30, 2024), the total cost for provision of the services set forth in this Agreement shall be as follows: For Fiscal Year 2019-2020: Six Million Seven Hundred Fifty-One Thousand One Hundred Sixty-Five Dollars

(\$6,751,165.00); for Fiscal Year 2020-2021: Six Million Nine Hundred Fifty-Three Thousand Seven Hundred One Dollar (\$6,953,701.00); for Fiscal Year 2021-2022: Seven Million Two Hundred Twenty-Seven Thousand One Hundred Fifty-One Dollars (\$7,227,151). Option Year One, Fiscal Year 2022-2023: Seven Million Five Hundred Sixteen Thousand One Hundred Thirty-Eight Dollars (\$7,516,138); Option Year Two, Fiscal Year 2023-2024: Seven Million Seven Hundred Forty-One Thousand Six Hundred Twenty-Two Dollars (\$7,741,622). A further breakout of the amounts are provided in the Service Plan, which is attached hereto as Exhibit "A-17," and incorporated here by reference.

"The amounts set forth above include all allowable direct and indirect costs estimated to be incurred by County for provision of services set forth in the Service Plan. Specifically, the estimated costs include, but are not necessarily limited to: non-recurring personnel start-up costs (associated with hiring/training personnel to replace Sheriff's Department employees to be allocated to City for performance of services hereunder); estimated salaries for employee classifications expected to be performing services; all employee benefits to be paid by County at rates established by the County Board of Supervisors; the estimated costs of providing relief for all allowable absences (including, but not limited to, vacation, compensatory time off, sick leave, disability leave, bereavement leave, military leave, and jury duty); estimated supplies and services necessary for performance of work hereunder (including, but not limited to, items such as equipment and training); and indirect expenses (i.e., internal overhead associated with functions such as Administration, Records, Dispatch, and Crime Analysis).

"Employees performing services under this Agreement will be entitled to all benefits, including paid holidays and other paid leave (such as vacation, compensatory time off, sick leave, disability leave, bereavement leave, military leave, and jury duty) as allowed by County for all employees and/or as allowed by bargaining agreements governing the employee classifications performing services hereunder. All costs associated with such benefits are allowable under this Agreement.

During the term of this Agreement, City shall be invoiced monthly and agrees to reimburse County for the performance of law enforcement services under this Agreement. The costs for such services shall be fixed at the amounts set forth in the first paragraph of this Section. Notwithstanding the foregoing, if County continues to provide law enforcement services to City after expiration of the term of the Agreement, City shall reimburse County for actual costs incurred by County for performance of law enforcement services provided thereafter, until such time as the parties reach further agreement to extend or renew the Agreement."

3. Exhibit "A-17" attached hereto and incorporated herein by reference is hereby made part of the Agreement. As of the effective date of this Amendment, all references to Exhibit "A" in the Agreement shall mean Exhibit "A-17," the Service Plan that sets forth the levels of service to be provided during the term set forth in this Amendment.

4. Except as expressly set forth herein, the Agreement shall remain unchanged and in full force and effect. This Amendment may be executed in counterparts with the same force and effect as if each of the signatories had executed the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 17 as of the date first above written.

NAPA COUNTY, a political
subdivision of the State of California

By _____
ALFREDO PEDROZA, Chair of the
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>S. Darbinian</i></p> <p>Date: November 30, 2021</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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CITY OF AMERICAN CANYON

DocuSigned by:
Jason Holley
607366238971484
JASON HOLLEY, City Manager

<p>ATTEST: CHERRI WALTON American Canyon Deputy City Clerk</p> <p>DocuSigned by: <i>Cherri Walton</i> By: _____ 86326950EAFE4FA...</p>	<p>APPROVED AS TO FORM: WILLIAM D. ROSS, City Attorney</p> <p>DocuSigned by: <i>William D. Ross</i> By: _____ 48D700E4B89C456...</p>
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Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 21-1429

TO: Board of Supervisors
FROM: Robert Minahen, Treasurer-Tax Collector
REPORT BY: Robert Minahen, Treasurer-Tax Collector
SUBJECT: Delegation of Authority to distribution excess proceeds from past delinquent tax sales

RECOMMENDATION

Treasurer-Tax Collector requests the adoption of a Resolution adopting the “Napa County Policy Regarding the Submission of Claims for Excess Proceeds,” delegating authority to the Treasurer-Tax Collector to distribute excess proceeds resulting from tax-defaulted property sales in accordance with Chapter 1.3 of the California Revenue and Taxation Code section covering sections 4671 through 4676.

EXECUTIVE SUMMARY

The Napa County Treasurer-Tax Collector must occasionally sell tax-defaulted property in order to satisfy outstanding taxes and assessments. When a property is sold by the Treasurer-Tax Collector at tax sale there may be excess proceeds, as defined by California Revenue and Taxation Code (R&T Code). In accordance with R&T Code, excess proceeds must be returned to parties of interest. The Treasurer-Tax Collector is requesting the adoption of a policy formally defining the requirements for future claims on excess proceed resulting from tax-defaulted property tax sales which includes the delegation of the Board’s authority to approve excess tax sale proceed distributions in accordance with R&T Code.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	The funds held as excess proceeds of delinquent tax sales are held in an agency fund and not subject to Board approved appropriation.
Is it Mandatory or Discretionary?	Discretionary

Discretionary Justification:	While the distribution of excess is not discretionary, the Board's delegation of authority is discretionary. The delegation will enable the Treasurer-Tax Collector, working with County Counsel and the Auditor-Controller, to efficiently distribute funds held in excess.
Is the general fund affected?	No
Future fiscal impact:	No future fiscal impact
Consequences if not approved:	The distribution of excess proceeds will come to the Board of Supervisors for approval.
County Strategic Plan pillar addressed:	Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

The Napa County Treasurer-Tax Collector must occasionally sell tax-defaulted property in order to satisfy outstanding taxes and assessments. When a property is sold by the Treasurer-Tax Collector at tax sale there may be excess proceeds from the sale, which are proceeds after taxes, assessments, and costs pursuant to R&T Code sections 4672, 4672.1, 4672.2, 4672.3 and 4673 are deducted.

The Treasurer-Tax Collector is requesting the approval of the attached Resolution as well as the attached Policy in order to clearly define the administrative rules and procedures governing the delegated acts performed under this authority. The Treasurer-Tax Collector, in coordination with County Counsel, has developed the "Napa County Policy Regarding the Submission of Claims for Excess Proceeds", the purpose of which is to clearly define the process and requirements for claims for excess proceeds filed by parties of interest, as defined by California R&T Code section 4675. Where a claim for excess proceeds is not covered by the policy, the resolution authorizes the Treasurer-Tax Collector to determine the information and proof necessary to determine a claimant's right to any portion of the excess proceeds, as allowed by R&T Code Section 4675.1.

RESOLUTION NO. 2022-XX

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS
ADOPTING THE “NAPA COUNTY POLICY REGARDING THE
SUBMISSION OF CLAIMS FOR EXCESS PROCEEDS,” AND
DELEGATING THE TREASURER-TAX COLLECTOR AUTHORITY
PURSUANT TO REVENUE AND TAXATION CODE SECTION 4675.1**

WHEREAS, the Napa County Treasurer-Tax Collector must occasionally sell tax-defaulted property in order to satisfy outstanding taxes and assessments; and

WHEREAS, when a tax defaulted property is sold by the Tax Collector, there may be “excess proceeds” from the sale, which are remaining proceeds after taxes, assessments, and costs are deducted pursuant to California Revenue and Taxation Code (R&T Code) sections 4672, 4672.1, 4672.2, 4672.3, and 4673; and

WHEREAS, R&T Code section 4671, *et seq.*, governs the distribution of proceeds from the sale of tax-deeded property; and

WHEREAS, R&T Code section 4675(d) provides the Board of Supervisors shall establish the information and proof necessary to determine a claimant’s rights to all or any portion of excess proceeds; and

WHEREAS, R&T Code section 4675.1 provides that the Board of Supervisors may delegate any act required or authorized to be performed by the Board of Supervisors under R&T Code section 4675, including establishment of the information and proof necessary to determine a claimant’s right to all or any portion of the excess proceeds, to any county officer, and that the resolution so authorizing a county officer shall specify the administrative rules and procedures concerning any act performed under the authorizations; and

WHEREAS, R&T Code section 4675.1 requires that the Auditor-Controller keep a record of the acts performed by the Treasurer-Tax Collector under the authorization; and

WHEREAS, the Treasurer-Tax Collector is requesting the Board of Supervisors adopt this resolution to authorize the Treasurer-Tax Collector to perform on its behalf any and all acts required or authorized to be performed by the Board of Supervisors under R&T Code section 4675 and to specify the administrative rules and procedures concerning the establishment of the information and proof necessary to determine a claimant’s right to all or any portion of the excess proceeds; and

WHEREAS, the Treasurer-Tax Collector, along with County Counsel, has developed the “Napa County Policy Regarding the Submission of Claims for Excess Proceeds,” attached hereto as Exhibit 1, in order to clearly define the process and requirements for claims for excess proceeds filed by parties of interest, as defined by R&T Code section 4675, regarding property that has been sold by the Treasurer-Tax Collector at a sale of tax-defaulted property; and

WHEREAS, the Treasurer-Tax Collector has the necessary expertise to determine what information and proof is necessary to determine a claimant’s rights to all or any portion of the excess proceeds;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Napa County Board of Supervisors hereby authorizes the Napa County Treasurer-Tax Collector to perform on its behalf any and all acts required or authorized to be performed by the Board of Supervisors under R&T Code section 4675.
2. The Napa County Board of Supervisors adopts the “Napa County Policy Regarding the Submission of Claims for Excess Proceeds” to serve as the administrative rules and procedures under which the Treasurer-Tax Collector shall perform the acts authorized by this Resolution.
3. The Napa County Board of Supervisors authorizes the Napa County Treasurer-Tax Collector to establish the information and proof necessary to determine a claimant’s rights to all or any portion of the excess proceeds for any case prior to the policy becoming effective and for any case that is not governed by the “Napa County Policy Regarding the Submission of Claims for Excess Proceeds” effective immediately.

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4. The Napa County Auditor-Controller is required by law to keep a proper record of each act performed under the authorization provided to the Treasurer-Tax Collector pursuant to R&T Code section 4675.1.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the ____ day of _____, 2022, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS NONE

ABSTAIN: SUPERVISORS NONE

ABSENT: SUPERVISORS NONE

NAPA COUNTY, a political subdivision of
the State of California

By: _____
RYAN GREGORY, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>John L. Myers (e-sign)</u> Deputy County Counsel Date: <u>January 26, 2022</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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Napa County Policy Regarding the Submission of Claims for Excess Proceeds

1. PURPOSE

- A. The purpose of this policy is to clearly define the process and requirements for claims for excess proceeds filed by parties of interest, as defined by California Revenue and Taxation Code section 4675, regarding a property that has been sold by the Napa County Treasurer-Tax Collector (TTC) at a sale of tax-defaulted property.
- B. California Revenue and Taxation Code section 4675(d) provides that any claim for excess proceeds shall contain any information and proof deemed necessary by the Board of Supervisors to establish a claimant's rights to all or any portion of excess proceeds. Through this policy the Board of Supervisors establishes the necessary information and proof necessary to satisfactorily establish a claimant's right to all or any portion of excess proceeds.
- C. Pursuant to California Revenue and Taxation Code section 4675.1, the Napa County TTC is authorized to establish a claimant's right to all or any portion of excess proceeds for those cases not covered by this policy.

2. NOTIFICATION

- A. When excess proceeds from the sale of tax-defaulted property exceeds one hundred fifty dollars (\$150) the Napa County TTC shall provide notice of the right to claim the excess proceeds no later than ninety (90) days after the sale of the property.
- B. Notice shall be mailed to the last known mailing address of the parties of interest. The Napa County TTC shall make a reasonable effort to obtain the name and last known mailing address of parties of interest by conducting an examination of the assessment of the property beginning with the year of delinquency to and including that of the last equalized roll. The Napa County TTC shall also mail a Napa County TTC Excess Proceeds Claim Form and Instructions (as further detailed in Section 3.1) with the notice. The claim form and instructions are also available for download on the Napa County TTC website.
- C. If, after a reasonable effort has been made, the last known address of a party of interest cannot be found, the Napa County TTC shall publish notice of the right to claim excess proceeds in a newspaper of general circulation in the county. Publication is not required if the cost to publish is equal to or greater than the amount of the excess proceeds. Publication shall be made in the manner required by California Revenue and Taxation Code section 4676(c).

3. CLAIM REQUIREMENTS

California Revenue and Taxation Code section 4675 requires claims for excess proceeds must be filed within one (1) year from the date of recording of the deed to the purchaser and requires

any claim for excess proceeds to contain all information and proof deemed necessary by the Board of Supervisors to establish a claimant's rights to all or any portion of excess proceeds. To this end the Napa County Board of Supervisors has determined that the following information and proof is required on the claim form and as supporting documentation in order to establish a claimant's rights to all or any portion of excess proceeds.

3.1 INFORMATION ON FORM

- A. Napa County TTC Excess Proceeds Claim Form. A claimant must use the Excess Proceeds Claim Form developed by the Napa County TTC office. The Excess Proceeds Claim Form is mailed to parties of interest, along with notice and instructions, and is also available for download on the Napa County TTC website.
- B. The Excess Proceeds Claim Form will also be provided upon request via standard USPS mail, email, or fax.
- C. Failure to provide any information required on the Excess Proceeds Claim Form will result in denial of the claim.
- D. The Excess Proceeds Claim Form must contain the following information:
 - 1. Assessor Parcel number;
 - 2. Last Assessee/Owner of Record;
 - 3. Property Address;
 - 4. Date of tax sale;
 - 5. Date tax deed recorded;
 - 6. Final date to submit claim;
 - 7. Amount or percentage of claim from available excess proceeds;
 - 8. Filing status (e.g. Lienholder of Record; Owner of Record; Qualified Heir of Owner of Record; Assignee of a Party of Interest);
 - 9. Name, address, and telephone number; and
 - 10. Photo Identification.
 - a. Driver's license, State identity card, Military identification card, passport, etc.
 - b. Legal entities must also include photo identification of authorized signer.
 - c. If claimant's name is different from the lienholder or person with title of record, provide documentation that verifies your name change, such as marriage license or court order.
 - 11. The claim form must be verified under penalty of perjury and notarized. Affirmation must be in accordance with Government Code Section 8202.

3.2 SUPPORTING DOCUMENTATION

The following documentation is required to prove a claim for excess proceeds. All documentation must be submitted with the valid claim form.

Additionally, Napa County does not accept lost document affidavits in lieu of the original documents. Copies of any promissory note(s) and/or modifications of the promissory note(s) are unacceptable as such instruments are negotiable certificates that may be sold, assigned, transferred or pledged by indorsement to the original instrument itself without a separate assignment of the security. The only alternative to providing an original promissory note is a

court order pursuant to California Civil Code section 3415 which establishes the existence and terms of a lost note.

Where original documents are submitted they will be returned to the claimant(s) upon request.

A. MORTGAGE LENDERS AND DEED OF TRUST BENEFICIARIES

Mortgage lenders and deed of trust beneficiaries must submit all of the following:

1. The original promissory note and all modifications (if any) (or court order pursuant to California Civil Code section 3415);
2. The original or recorded copy of the Deed of Trust/Mortgage;
3. The original or recorded copy of assignments (if any); and
4. A statement setting forth all of the following:
 - a. the original amount of the obligation;
 - b. any advances or modifications to the original obligation;
 - c. the total amount of payments received and date(s) received;
 - d. the amount still due and payable as of the date of the sale of the tax defaulted property; and
 - e. if the note was in default according to its terms at the time of sale (other than for defaulted taxes) you must also submit documentation evidencing all collection efforts.

B. JUDGMENT CREDITORS

Judgment creditors must submit all of the following:

1. Proof that the judgment debtor is the person(s) who possessed record ownership of the property sold at the tax sale;
2. A recorded copy of the judgment(s);
3. Statement or Orders setting forth any modifications(s) to the Judgment;
4. Total amount of payments received and date(s) received; and
5. Amount still due and payable as of the date of the sale of the tax defaulted property.

C. PERSON(S) WITH TITLE OF RECORD

1. Person(s) with title of record must submit original recorded documents (e.g., deed, death certificate, court order) to support your claim. Copies of these documents may be accepted only if accompanied by additional documentation sufficient to support your claim (e.g., utility bills for the property in the claimant(s)'s name such as power, television, internet subscriptions, and original tax bills). If copies are submitted, rather than original recorded documents, the supporting documentation must prove that the claimant was the person with title of record at the time of sale.
2. Person(s) with title of record must additionally submit the following, if applicable:
 - a. If title to the property was in a recorded trust, you must submit the original trust document indicating that the claimant(s) is/are the trustee(s) or successor trustee(s) of the trust authorized to file all claims on behalf of the trust.
 - b. Should the claimant be unable to produce a recorded grant deed, proof of title of record may be established through other recorded instruments,

Assessor's records, or other information, in the sole discretion of the Napa County TTC.

D. QUALIFIED HEIRS OF PERSON(S) WITH TITLE OF RECORD

1. A qualified heir must submit all documentation required to prove his or her legal standing as an heir to the Person(s) with Title of Record.
2. A qualified her must additionally submit the following, if applicable:
 - a. A notarized probate affidavit, verified under penalty of perjury and executed by all claimant(s), pursuant to California Probate Code sections 13100-13116. A form is available for download on the County TTC website.
 - b. Last Will and Testament(s), if applicable.
 - c. Any other information that establishes a qualified heir's claim, in the sole discretion of the Napa County TTC.

E. CLAIMS FILED ON BEHALF OF ANY BUSINESS

1. All claim forms must be signed by an individual with corporate authority for the business, such as an officer, general partner, or sole proprietor. In the case of a corporation, the parent corporation is merely a shareholder of its subsidiary corporation; it does not own the corporate property of its subsidiary. Therefore, a parent corporation, regardless of the percentage of shares owned, is not a party of interest of its subsidiary's recorded lien or title of record.
2. All business entities must provide proof of their Federal Employer Identification Number (FEIN) assigned to the business. Suggested documents include:
 - a. "Letter of Confirmation" from the IRS showing assignment of the FEIN;
 - b. Copy of received tax statement, such as:
 - i. IRS Form 1098, statement of interest paid; or
 - ii. IRS Form 1099-INT or 1099-DIV, statement of interest or dividends earned;
 - c. IRS assignment of FEIN internet confirmation page; and/or
 - d. Tax returns, IRS Form SS-4 application or W-9 will not be accepted to verify FEIN.

3. In addition to the foregoing, the following documentation is also required, as applicable:

a. CORPORATION

Provide proof that claimant is an officer of the corporation. Suggested documents include the following, but any documentation must demonstrate entitlement and authority to claim on behalf of a business:

- i. Corporate Resolution and/or The Articles of Incorporation;
- ii. The most recent Statement of Information (or equivalent from state in which business operates) filed with the Secretary of State. If the business e-filed the Statement of Information, provide a copy of the Statement of Information and a copy of the payment receipt provided by the Secretary of State;

- iii. Certificate of Dissolution; and/or
- iv. Other documents may be accepted if they prove claimant is a corporate officer.

b. LIMITED LIABILITY COMPANY

Provide proof claimant is a manager or officer of the Limited Liability Company. Suggested documents include the following, but any documentation must demonstrate entitlement and authority to claim on behalf of a business:

- i. Company Resolution;
- ii. Operating Agreement;
- iii. Articles of Organization;
- iv. The most recent Statement of Information filed with the Secretary of State. If the business e-filed the Statement of Information, provide a copy of the Statement of Information and a copy of the payment receipt provided by the Secretary of State;
- v. Certificate of Dissolution; and/or
- vi. Other documents may be accepted if they prove claimant is a manager or officer.

c. LIMITED PARTNERSHIP

Provide proof claimant is a general partner of the Limited Partnership. Suggested documents include the following, but any documentation must demonstrate entitlement and authority to claim on behalf of a business:

- i. Certificate of Limited Partnership filed with the Secretary of State. If the business e-filed, provide a copy of the document and a copy of the payment receipt provided by the Secretary of State;
- ii. Partnership Agreement;
- iii. Certificate of Dissolution; and/or
- iv. Other documents may be accepted if they prove that the claimant is a general partner.

d. GENERAL PARTNERSHIP

Provide proof claimant is a general partner of the General Partnership. Suggested documents include the following, but any documentation must demonstrate entitlement and authority to claim on behalf of a business:

- i. Statement of Partnership Authority;
- ii. Partnership Agreement;
- iii. Certificate of Dissolution; and/or
- iv. Other documents may be accepted if they prove claimant is a general partner.

e. SOLE PROPRIETORSHIP

Provide the following documentation:

- i. Current or final federal tax return, including Schedule C;
- ii. Most current business license or facility permit, if required for the jurisdiction where the sole proprietorship is located; and
- iii. Fictitious Business Name filing (filed with county), if applicable.

f. MERGER BUSINESS

If you are claiming for a business that has merged with or sold to another business, provide a copy of the merger or purchase agreement, in addition to the documentation required above for the type of business entity that your business currently takes or previously took.

g. SUSPENDED BUSINESS

In addition to the documentation required above for your business's entity type, if you are claiming for a business that was previously suspended by either the Secretary of State or the Franchise Tax Board (FTB), provide proof that the business is no longer suspended, which may include:

- i. If the business was suspended by the Secretary of State, provide a Certificate of Good Standing. You can obtain the certificate by contacting the Secretary of State Information Services Office at (916) 657-5448, or by following the instructions located on the Secretary of State's website that links to their "Information Requests" page.
- ii. If the business was suspended by the FTB, provide a copy of an Entity Status Letter. You can obtain the letter by contacting the FTB at: Franchise Tax Board, PO Box 942857, Sacramento, Ca 94244-2250, or by visiting the Franchise Tax Board's website.

h. ASSIGNEES OF A PARTY OF INTEREST

- i. All proof required of any qualified claimant as defined in Section 3.2(a), (b), (c), (d), or (e) of this policy, as it applies to the particular legal standing of the assigning party;
- ii. The notarized affidavit, contained in the Claim Form, containing the following information:
 - a. Proof that the amount and source of excess proceeds was disclosed to the party of interest; and
 - b. That the party of interest was advised of his or her right to file a claim for excess proceeds on his or her own behalf directly with the county at no cost; and
- iii. Contact information of the party of interest, including name, address, and phone number.

4. SUBMISSION OF CLAIM

- A. An individual claimant must file his or her own claim, unless he or she has chosen to assign his or her rights to another party.
- B. Multiple claimants may submit their individual claims, together in one envelope, only if they are sharing back-up materials. However a separate claim processing fee will be charged for each individual claim submitted.
- C. Multiple claimants (e.g. siblings, heirs, husband and wife) may file one joint claim with shared back-up materials only if they possess equal ownership rights within the same supporting documents (e.g. 50% each, 25% each, husband and wife as joint tenants, etc.). In this case there will be one claim processing fee charged, which will also cover one disbursement warrant. Each additional disbursement warrant beyond the first will be charged an additional fee of thirty dollars (\$30).
- D. Mail completed claims and all attachments to:
 Robert G. Minahen
 Napa County Treasurer-Tax Collector
 1195 Third Street, Suite 108
 Napa, CA 94559
- E. Claims will be accepted from agents, attorneys in fact, and persons with valid powers of attorney. Disbursements will be sent to the address of the attorney, agent, or attorney in fact, but shall only be made payable to the principal.
- F. Claimants will receive a letter from the Napa County TTC indicating a claim was received, as long as their claim was filed correctly on the required Napa County TTC Claim Form, and received within the deadline to file said claims.
- G. Pursuant to California Revenue & Taxation Code section 4675(a), any claim must be postmarked or stamped as received by the TTC on or before the date of one year after the recordation of the tax collector's deed to the purchaser. Under no circumstances shall any claimant be given additional time to file a valid Napa County TTC Claim Form, beyond the one year filing deadline. It is the claimant's responsibility to submit a complete form, including all necessary supporting documentation. Please read and follow all instructions before submitting a claim. The Napa County TTC's office is not responsible for informing the claimant of missing attachments or incomplete claims.
- H. Submission under Assignment. A party of interest in the property at the time of the sale may assign his or her right to claim the excess proceeds only by completing the "Assignment of Rights" section of the Napa County TTC Excess Proceeds Claim Form. This section of the form serves as a dated, written instrument that explicitly states that the right to claim the excess proceeds is being assigned; and that each party to the proposed assignment has disclosed to the other party all facts of which he or she is aware of relating to the value of the right that is being assigned. Any attempted assignment that does not comply with these requirements shall have no effect and will be disallowed.

5. CLAIM REVIEW AND DISPOSITION

- A. Pursuant to California Revenue and Taxation Code section 4675, claims will be processed after one (1) year has passed from the date of the recording of the deed to the purchaser. In order to receive consideration by the Napa County Board of Supervisors, completed claims

must be postmarked before the expiration of one (1) year following the date of the recording of the deed to the purchaser.

- B. The Napa County TTC does not guarantee any preliminary review of claims received throughout the one (1) year period; however, as time permits, TTC staff will make every attempt to review those claims that are filed early in an effort to better serve the public. Therefore, as of the effective date of this policy, completed claims filed with the office of the Napa County TTC, within the first eleven (11) months following the recording of the deed to the purchaser, may undergo a preliminary review by staff. That preliminary review may enable staff to inform the claimant(s) of any necessary documentation that might not have been submitted before the claim is forwarded to the legal department for final review and processing. At that time, staff will make only one (1) written attempt to notify the claimant(s) of their preliminary findings in a Preliminary Claim Review letter, at the claimant's address shown on the Napa County TTC Excess Proceeds Claim Form, and provide them with information regarding what appears to be incomplete. The claimant(s) will have an opportunity to submit any additional documentation necessary to complete their original claim process up to the original deadline date for filing said claim. No time extensions will be permitted.
- C. Claims received during the final thirty (30) days of the one (1) year filing period will not undergo a preliminary review by staff. Claims received during that timeframe will only be reviewed and processed by the legal department following the deadline to file a claim for excess proceeds, which is one (1) year from the date of the recording of the deed to the purchaser.
- D. The Napa County TTC does not accept unsolicited supporting documentation after the final date to submit claims. The only supporting documentation that will be accepted separate from the original claim packet will be solicited documentation that has been specifically requested by TTC staff in a Preliminary Claim Review process. That specific documentation must be accompanied by a copy of the Preliminary Claim Review letter from the Napa County TTC office and must be received by the TTC's office, postmarked on or before the final date to file a claim for excess proceeds.
- E. In the event of competing claims that the TTC does not believe can be resolved with the requisite certainty on the basis of the documentation submitted, the TTC may elect to interplead the excess proceeds in controversy for a judicial determination.
- F. Once the TTC makes a final decision as to a claim, a letter of final determination will be sent to the claimant. Pursuant to California R&T Code section 4675(g), the deadline to commence any action or proceeding to review the decision of the TTC shall be 90 days after the date notice of the TTC's final decision is mailed to the claimant.
- G. Excess proceeds will be distributed within 90 days of the final decision and expiration of any review period.



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-277

TO: Board of Supervisors
FROM: David Morrison - Director of Planning Building and Environmental Services
REPORT BY: Jamison Crosby, Natural Resources Conservation Manager
SUBJECT: GSP Implementation Report

RECOMMENDATION

Director of Planning, Building and Environmental Services requests the Napa County Groundwater Sustainability Agency (NCGSA):

1. Consider and provide feedback on staff's recommendation regarding the formation and structure of Technical and Stakeholder Advisory Groups (TAG and SAG) to advise the NCGSA on Napa Valley Subbasin Groundwater Sustainability Plan (GSP) implementation;
2. Authorize staff to begin development of four (4) workplans related to GSP implementation; and
3. Direct staff to investigate and report back on options for ongoing funding of GSP implementation.

EXECUTIVE SUMMARY

On January 31, 2022, the NCGSA submitted the adopted GSP to the California Department of Water Resources (DWR) consistent with DWR's deadline. This represented the final step in an 18-month long process of plan development, review, and approval.

DWR has 20 days to complete their initial review prior to making the GSP public on their Sustainable Groundwater Management Act (SGMA) portal. DWR will then offer a 75-day public comment period for all GSPs (SGMA requires a minimum 60-day public comment period but DWR may allow extended time).

Staff commenced the implementation phase of the GSP immediately upon approval by the NCGSA, a process that will be ongoing for at least 50 years. Current groundwater conditions and the strong possibility of a third year of drought have given additional urgency to quickly move forward to carry out the GSP actions as

adopted.

PROCEDURAL REQUIREMENTS

1. Staff Report
2. Public Comment
3. Motion, second, discussion and vote on item.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Org 2720000
Is it Mandatory or Discretionary?	Mandatory
Is the general fund affected?	Yes
Future fiscal impact:	Analysis of future impact is pending
Consequences if not approved:	Given current groundwater conditions and the strong possibility of a third year of drought, it is imperative that the County begin implementation.
County Strategic Plan pillar addressed:	Vibrant and Sustainable Environment

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQ Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

On June 23, 2020, the NCGSA appointed a 25-member Groundwater Sustainability Plan Advisory Committee (GSPAC) for the Napa Valley Subbasin. The GSPAC provided broad stakeholder representation and was charged with advising the NCGSA on matters related to GSP preparation, including policies and recommendations for groundwater management.

On November 8, 2021, the GSPAC unanimously approved a recommendation for the formation of a Technical Advisory Group (TAG) to aid in the implementation of the Napa Valley Subbasin GSP. On November 16, 2021, the GSPAC approved, by (more than) a two-thirds vote of its members actually present at its Special Meeting, the transmittal to the NCGSA of the draft recommended GSP.

On January 11, 2022, the NCGSA adopted the GSP. Following GSP adoption, the NCGSA Board of Directors requested that GSA staff provide a schedule for GSP implementation. As described in the GSP, GSP

implementation begins following adoption of the GSP by the NCGSA. A preliminary schedule for GSP implementation activities is shown in GSP Section 12, Table 12-3 and Figure 12-1 (attached).

Key implementation activities that are being initiated or will continue include:

- Formation of the Technical and Stakeholder Advisory Groups;
- Initiation of steps to prepare four (4) GSP Implementation plans/workplans described in the GSP (Sections 5, 9, and 11) including: 1) Interconnected Surface Water and Groundwater Dependent Ecosystems (GDEs); 2) Water Conservation; 3) Groundwater Pumping Reduction; and 4) Storm Water Resource Plan;
- Conduct research on and report back to the NCGSA on a range of options for funding the GSP implementation;
- Annual Report for Water Year 2021, due to DWR by April 1, 2022;
- Near-term installation of groundwater monitoring facilities at four monitoring sites for the purpose of enhancing the understanding of interconnected surface water and groundwater;
- Conduct ongoing groundwater monitoring and initiate expanded monitoring efforts as described in GSP Sections 5, 9, and 12; and
- Conduct ongoing public outreach.

These activities are described below.

Technical Advisory Group and Stakeholder Advisory Group (SAG)

On November 8, 2021, the GSPAC voted to advise the NCGSA to form a Technical Advisory Group to work with GSA staff, consultants, and the NCGSA on implementation of the GSP. The core charge of the TWG would be to provide well-informed, practical recommendations to the NCGSA as they carry out GSP implementation, taking into account the best available scientific information and best practices in groundwater management. Concurrently, there is a desire among some in the community and the NCGSA to form an advisory group consisting of Subbasin stakeholders (Stakeholder Advisory Group - SAG) who would bring context and local knowledge to the process.

In order to honor the intention that the TAG be neutral and apolitical and at the same time provide for the application of local expertise and context to the GSP implementation process, staff developed a conceptual framework one may characterize as “separate but equal”. Staff developed a framework for the TAG and SAG in consultation with individual NCGSA members and drawing upon the recommendations of, CONCUR, Inc. and Luhdorff & Scalmanini Consulting Engineers (LSCE), the County’s technical consultants.

Staff propose the creation of two (2) separate groups: a Technical Advisory Group and a Stakeholder Advisory

Group. The two groups would meet individually (with periodic co-meetings) and have co-equal status with respect to their roles in advising the NCGSA. The intent is for the two groups to complement one another. The TAG to analyze data, evaluate new studies and research as they may apply to the sub-basin, review workplans, recommend priorities, and assess when GSP triggers and thresholds may be exceeded and the appropriate actions that should be taken in response. The SAG would identify local areas of groundwater concern, inform on new water conservation techniques and technologies, provide site specific data, and detail potential benefits and impacts of recommended plans and actions.

Recommendations from both groups would be forwarded to the GSA for consideration. Where there is disagreement, ad hoc committees or joint meetings would be used to develop a consensus. Where agreement is not possible, staff and the County consultant team would offer their professional assessment.

Technical Advisory Group (TAG)

Members of the TAG will have technical expertise relevant to the GSP, as well as experience working in a collaborative setting on public policy implementation. The TAG will have both the responsibility and the timely opportunity to advise the NCGSA and will be involved with implementation of the GSP, including a focus on data gaps and adaptive management as described in GSP Section 11.

The composition and full range of responsibilities for the TAG have not yet been detailed. However, the GSPAC expressed a preference for TAG members with specific technical expertise. Further, the GSPAC expressed the preference for TAG members to have technical expertise relevant to the GSP as well as experience working in a collaborative setting on public policy implementation.

Activities of the TAG include providing input on monitoring data collected during GSP implementation, vetting data analyses particularly pertaining to data collected at representative monitoring sites, providing information to the public about GSP implementation and the status of Subbasin sustainability, and recommending additional data vetting and potential response actions (i.e., implementation of projects and/or management actions) to the NCGSA. The TAG will also provide input on monitoring data gaps, rationale for addressing the gap areas, and potential opportunities to coordinate monitoring efforts with other programs.

Napa County GSA staff recommend the TAG be a small group of 3 to 5 consultants under contract and have preliminarily identified the range of technical qualifications sought for the TAG members, which would include the following scientific areas of expertise:

- Ecohydrology
- Hydrogeology, including surface water and groundwater interaction and numerical flow models

- Geomorphology
- Fisheries biology
- Aquatic ecology
- Botany, with expertise related to groundwater dependent ecosystems
- Engineering, with expertise related to one or more of the proposed GSP project types
- Viticulture, including sustainable growing practices
- Climatology
- Natural resources monitoring, including technological advances relevant to water resources and natural habitats in California coastal watersheds
- Hydrology, particularly river system hydraulics and restoration approaches

Potential TAG candidates will be reviewed for their:

- Education,
- Qualifications,
- Experience with the relevant scientific expertise related to the above or comparable fields, and
- Experience working with collaborative, interdisciplinary projects and panels, especially as related to public policy development and/or implementation.

Candidates for the TAG are not expected to have extensive experience with California's Sustainable Groundwater Management Act (SGMA) or the Napa Valley Subbasin and associated Napa River Watershed; however, experience with comparable issues concerning the avoidance of undesirable results on the Napa River system, its tributaries and other surface water stemming from groundwater depletion is sought. TAG candidates will be reviewed for conflicts of interest by County counsel as they do for other councils and committees.

A call for candidates will occur for a period not less than 30 days. Due to the accelerated timeline for GSP implementation, and thus the urgency to form a qualified TAG, candidates meeting the above qualifications will also be otherwise identified and considered for further vetting. Candidates will be interviewed by the NCGSA staff, at least two members of the County's technical consulting team and a representative from the Napa County Resource Conservation District (RCD) to determine whether the potential candidate meets the requirements for participation on the TAG.

Candidates proceeding through the interview process and meeting the above qualifications will be presented in a NCGSA staff report to the NCGSA Board of Directors for consideration. Efforts will be made to present a qualified list of TWG candidates to the NCGSA in April 2022.

Stakeholder Advisory Group

Participants in the SAG are recommended to consist of a mix of stakeholders representing the diversity of interests in a sustainable groundwater subbasin and would include representatives from industry organizations, municipalities, environmental users of groundwater, the Napa Resource Conservation District, well owners, disadvantaged communities, and the public at large. A call for candidates will occur for a period not less than 30 days and would mimic the process used for the establishment of the GSPAC. Candidates would be screened for conflicts of interest as per standard County protocols and the list of screened candidates will be presented in a staff report to the NCGSA for their consideration and selection. Given the wide range of stakeholder interests, staff recommend the SWG consist of 7-11 members. Efforts will be made to present a qualified list of SWG candidates to the NCGSA in May 2022.

GSP Implementation Workplans

Interconnected Surface Waters and Groundwater Dependent Ecosystems (GDEs) Workplan

Target Date: 2022-2023 (Workplan Development)

The NCGSA proposes to develop a workplan to guide the continued evaluation of data gaps related to the relationships between groundwater, interconnected surface waters, and GDEs (GSP Section 5). The workplan will be developed with input from the TWG and other agencies such as the Napa County RCD, CDFW, and NOAA Fisheries. The workplan will leverage existing plans and knowledge about Subbasin conditions to provide a structured approach to evaluating the effect of groundwater conditions on interconnected surface waters and GDEs. Potential activities to fill data gaps could include focused data collection on stream seepage rates in ecologically significant stream reaches throughout the Subbasin, as well as plant rooting depth, and species counts.

With input from the TWG and relevant agencies, the workplan would refine monitoring and analytical approaches implemented for the purpose of evaluating the effect of groundwater conditions on interconnected surface waters and GDEs. The workplan would also incorporate data quality objectives, monitoring protocols, and quality control/quality assurance procedures for workplan activities, which may include biological field assessments, stream habitat investigations, and evaluations of GDE species.

Agricultural Water Conservation Plan

Target Date: 2022 (Workplan Development)

During GSP development, the GSPAC Workgroup (subgroup of full GSPAC) described the significant

conservation measures that have been implemented over the years by many Napa County vineyard and winery operations. The Workgroup also conveyed the opportunity to advance conservation measures based on newer tools and technologies that are less widely utilized. The costs to advance conservation measures, including a reduction in groundwater pumping, depend on the approach to initiate a large-scale, comprehensive, and methodical program to advance agricultural water management and irrigation practices and winery water management and reuse practices. Elements of the program could include (but would not be limited to):

- Utilize existing grower and winery information and survey results to estimate the degree to which various tools, technologies, and practices are in use today.
- Identify semi-quantitatively the areas (and the approximate number of growers and associated acreage) where opportunities exist to advance the use of tools, technologies, and practices to achieve greater water conservation.
- Identify where additional data on such uses may be needed to quantify the potential benefit that could be derived from vineyard and winery water conservation tools, technologies, and practices.
- Identify costs and benefits (water conserved and high value product retained) by increasing the utilization of various vineyard water conservation tools, technologies, and practices.
- Identify where “demonstration areas” could be developed in various areas of the Subbasin and where different physical conditions (soils, depth to water, etc.) and varieties and their ages may be present to further assess the costs/benefits of various vineyard water conservation tools. These demonstration areas could also employ other technologies to track groundwater use directly (meters) and indirectly (real time evapotranspiration [ET] tracking) in association with water conserved.
- The program would also identify the information that would be used to plan a staged implementation of vineyard water conservation tools.
- The program would identify outreach and education approaches associated with the goals of the program.
- The program would also consider potential ways to incentivize conservation measures.

The Water Conservation Plan would describe the steps needed to design and implement the program. Although the Water Conservation Plan would emphasize vineyard and winery water conservation, the Plan would also consider measures to achieve water conservation efforts by other groundwater users.

Groundwater Pumping Reduction Plan

Target Date: 2022 (Workplan Development)

Groundwater pumping reductions were discussed and agreed to by the GSPAC on October 14, 2021. Pumping reductions provide a direct means of reducing the impacts of groundwater pumping on interconnected surface water and groundwater supply in the Subbasin. Groundwater pumping reductions would be applied to all wells within the Subbasin that are not de minimis groundwater users (residences that use less than 2 acre-feet of water annually). The planned management action involving groundwater pumping reductions, and approved by

the GSPAC, is summarized in GSP Section 11. Efforts to initiate a reduction in pumping could be accomplished through increased water conservation practices on a Subbasin scale; as such, this Plan would be coordinated with the Water Conservation Plan. Additionally, this Plan would describe operational and logistical details as to how groundwater pumping reductions could occur and also how such reductions would be measured, tracked, and reported.

While meters can provide information on the volume produced where installed at a specified location, meters would not account for all groundwater use (e.g., de minimis users are exempt and groundwater consumption by crops can and does occur via direct groundwater uptake rather than groundwater applied to crops). Other technologies, such as satellite imagery and analysis may also allow for a comprehensive assessment and tracking of overall groundwater use.

Storm Water Resource Plan

Target Date: 2022 (Plan Development)

Water supply augmentation through managed aquifer recharge (MAR) enhances aquifer replenishment with the potential to mitigate undesirable results, particularly during periods of drought. Managed aquifer recharge can occur through active approaches such as recharge ponds and injection wells or more passive approaches such as intentionally inundating riparian corridors or agricultural lands during periods of high streamflow (flood-MAR or AgMAR). The implementation of managed aquifer recharge was preliminarily simulated with the Napa Valley Integrated Hydrologic Model (NVIHM) and determined to be a suitable project for the Subbasin. This project would involve diverting high flow in tributaries during wet years and spreading over vacant parcels and agricultural fields. Managed aquifer recharge is intended to increase the volume of groundwater in storage and increase dry season streamflow.

While recharge projects in the Napa Valley Subbasin were preliminarily evaluated during GSP development, there is a strong interest in furthering their implementation. In order to facilitate funding opportunities, GSP Section 11 describes the preparation of a Storm Water Resource Plan (SWRP) that meets the requirements of California Water Code §10562, Storm Water Resource Plan Guidelines published by the State Water Resources Control Board in 2015, and project-specific planning requirements. California Water Code §10563(c) requires the development of a SWRP and compliance with this part in accordance with §10565 to receive grant funds for stormwater and dry weather runoff capture projects from bond acts approved by the voters after January 1, 2014.

Development of a SWRP would also serve the needs of the Napa Countywide Stormwater Pollution Prevention Program (NCSPPP) and it is expected that this item could be cost-shared between the NCGSA and the Napa County Flood Control and Water Conservation District who oversees the NSCPSP.

Funding Options for GSP Implementation

Implementing the GSP will be an ongoing challenge for the County both in terms of effort and cost. During the first year of implementation alone, four (4) workplans will be drafted, two advisory groups will be convened and meeting regularly and 4 new dual completion monitoring wells will be drilled. Staff estimate the cost for the first year will be approximately \$1.3 million. Cost estimates for subsequent years are being developed and are estimated at \$1.3 million to \$2.4 million per year. In addition to the costs for staffing and GSP implementation, there will be additional costs for responding to future comments from the Department of Water Resources (DWR) on the adopted GSP and making any necessary revisions or amendments, as well as the start of the next GSP 5-year update beginning in 2025. Grant funds will be pursued to offset these costs wherever feasible, but are unlikely to pay for all of the above expenditures. For these and other reasons, staff would like direction to immediately begin investigating options for developing a funding mechanism to support GSP implementation activities.

There are essentially four options available to the GSA for funding ongoing operations:

1. County General Fund (current condition);
2. Special Tax approved by the voters;
3. Special Assessment approved by the voters: and/or
4. Fee.

The Board of Supervisors is already familiar with the first three options. However, there are unique circumstances associated with how GSAs can charge fees that deserve further exploration, as provided below.

Fee Authority Governed by Water Code and the Sustainable Groundwater Management Act (SGMA)

As defined in SGMA, GSA authority to assess fees differs pre and post GSP adoption. Prior to adoption of a GSP, Water Code Section 10730 is the controlling statute; after GSP adoption, Water Code 10730.2 applies which requires GSAs to follow the requirements in Prop 218, except for the requirement to get voter approval.

Following adoption of a GSP, GSAs have the authority under Water Code 10730.2 to impose fees on extraction of groundwater from a subbasin. Those fees can be used to fund activities such as administration, operation and maintenance, and acquisition of land as described below.

a) A groundwater sustainability agency that adopts a groundwater sustainability plan pursuant to this part may impose fees on the extraction of groundwater from the basin to fund costs of groundwater management, including, but not limited to, the costs of the following:

- (1) Administration, operation, and maintenance, including a prudent reserve.
 - (2) Acquisition of lands or other property, facilities, and services.
 - (3) Supply, production, treatment, or distribution of water.
 - (4) Other activities necessary or convenient to implement the plan.
- c) Fees imposed pursuant to this section shall be adopted in accordance with subdivisions (a) and (b) of Section 6 of Article XIII D of the California Constitution.
- (d) Fees imposed pursuant to this section may include fixed fees and fees charged on a volumetric basis, including, but not limited to, fees that increase based on the quantity of groundwater produced annually, the year in which the production of groundwater commenced from a groundwater extraction facility, and impacts to the basin.
- (e) The power granted by this section is in addition to any powers a groundwater sustainability agency has under any other law.

Water Code 10730.2 goes on to stipulate that fees imposed by a GSA must adhere to certain requirements and follow specific procedural requirements as defined in subdivisions (a) and (b) of Section 6 of Article XIII D of the California Constitution, known collectively as Prop 218. Notably, GSAs do not have to adhere to subdivision (c) which would require the GSA to get voter approval for any fees imposed.

For example, fees cannot exceed the proportional cost of service attributable to that parcel and fees cannot exceed the funds required to provide the property related service.

Prop 218 also spells out procedural requirements such as the requirement to identify the parcels on which the fee will be imposed and calculate the amount, basis and reason for the fee to be imposed on each parcel and conducting a public hearing upon the proposed fee no less than 45 days after written notice by mail is provided to the owner of each identified parcel. To staff's knowledge, there have been no fees adopted by any GSAs in the state, post GSP adoption. Several case studies exist where GSAs have adopted fees prior to GSP adoption but they are of limited value as the rules for the two scenarios are different.

Staff request direction to conduct research on and report back to the NCGSA on a range of options for funding GSP implementation, the pros and cons of different approaches and the range of costs of the different options.

Annual Report

Target Date to NCGSA: March 2022

Pursuant to California Code of Regulations §356.2, an Annual Report is required to be submitted to DWR each

year by April 1 following adoption of a GSP. The first Napa Valley Subbasin GSP Annual Report is due April 1, 2022 and will cover the period October 1, 2020 through September 30, 2021. DWR has provided forms and instructions for submitting the materials electronically through the DWR online reporting system. The GSP Annual Report contains both a narrative description and data in DWR provided templates. Preparation of the Annual Report is underway and will be provided to the NCGSA in March 2022.

Installation of Monitoring Facilities

The NCGSA secured Proposition 68 grant funding to construct four new dual completion dedicated monitoring wells within the Subbasin to further characterize interconnected surface waters. The NCGSA identified priority site locations in the Northeast Napa Management Area, near Rutherford, near the Bothe-Napa Valley State Park, and at the South Wetlands adjacent to the Napa Valley and Lowlands Subbasin boundary. Monitoring sites are planned at these locations and GSA staff are coordinating with landowners. Pending contractor selection and availability, installation activities are anticipated in spring 2022.

Ongoing and Expanded Groundwater Monitoring

As described in GSP Sections 5 and 9, previous groundwater monitoring efforts are continuing and various GSP monitoring networks are being expanded to collect additional data. Expanded monitoring will include the addition of the new monitoring facilities described above and coordination with well owners regarding the collection of additional groundwater quality data.

Ongoing Public Outreach

The NCGSA will continue to provide opportunities for the public to engage in the implementation of the GSP. Outreach efforts by the NCGSA for public engagement include public meetings, other advisory groups, public community meetings, public meetings of the NCGSA Board of Directors, NCGSA and WICC websites, social media announcements, and electronic communications through the NCGSA interested parties email list, public meeting mailing announcements. When the TWG is established, that group will also operate in compliance with the Brown Act.

Attachments:

Table 12-3. Recommendations for Plan Implementation

Figure 12-1. General Schedule of 20-Year Napa Valley Subbasin GSP Implementation

Update to Schedule presented on from December 7, 2021

Figure 12-1. General Schedule of 20-Year Napa Valley Subbasin GSP Implementation

Task Name	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Plan Implementation																					
GSP Submittal to DWR	x																				
Technical Work Group	I																				
Outreach and Communication																					
Monitoring and DMS	I	I																			
Model and Water Budget Refinement																					
Projects and Management Actions (Ongoing or Planned)																					
Project #1 Managed Aquifer Recharge	I																				
Project #2 Expansion of Recycled Water																					
Management Action #1: Vineyard and Winery Water Conservation	I	I																			
Management Action #2: Groundwater Pumping Reductions	I	I																			
Management Action #3: Groundwater Ordinance and Well Permit Conditions																					
GSP Reporting																					
Annual Reports	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Periodic GSP Evaluation Reports						x					x					x					x

- x Indicates a submittal.
- Indicates ongoing activity (including planning and feasibility studies)
- I Initial Step: Work Group formation or Workplan preparation (see Table 12-3)

Napa Valley Subbasin Groundwater Sustainability Plan

Table 12-3. Recommendations for Plan Implementation

Action	Summary Description	GSP Reference	Data Gap or Objective Addressed	Priority Rank	Implementation Time Frame
Monitoring Subbasin Conditions ¹					
Install 16 Additional Monitoring Wells ^{2,3}	Install 2 monitoring wells, as additions to the seawater intrusion monitoring network.	Section 5.6.6	Improve the spatial and temporal resolution of groundwater salinity monitoring sites used to track the location of the saline/freshwater interface	1	2021 - 2022
	Install 8 new monitoring wells, as additions to the interconnected surface water monitoring network.	Section 5.9.6	Expand the groundwater level monitoring network and vertical discretization of the Quaternary and Tertiary units	1	2021 - 2022
	Install 8 additional monitoring wells in areas of interest identified for expansion or refinement of the existing monitoring network, including in areas of more concentrated domestic and agricultural groundwater pumping.	Section 5.4.6, Section 5.5.6		2	2022 - 2027
Install 4 Additional Continuously-recording Surface Water Quality Meters ³	Install four new surface water quality meters as part of the surface water quality network, includes water quality (Temperature, Total Dissolved Solids, Salinity, Electrical Conductivity) monitoring at stream sites.	Section 5.7.2.6	Improve the spatial and temporal resolution of sites monitoring surface water quality in interconnected surface water to improve characterizations of the influence of groundwater conditions on surface water quality.	2	2022
Install or Upgrade 10 Stream Gages	In coordination with the Napa County RCD and Napa County Flood Control and Water Conservation District, expand or upgrade stream stage and discharge monitoring network	Section 5.10.6	Improve the spatial and temporal resolution of existing stream stage and discharge monitoring sites to better record low flow and baseflow conditions.	1	2022 - 2027

Action	Summary Description	GSP Reference	Data Gap or Objective Addressed	Priority Rank	Implementation Time Frame
Develop a Monitoring and Assessment Workplan for Interconnected Surface Waters and Groundwater Dependent Ecosystems	With input from the Technical Work Group and relevant agencies (e.g., Napa County RCD, CDFW, and NOAA Fisheries), refine monitoring and analytical approaches implemented for the purpose of evaluating the effect of groundwater conditions on interconnected surface waters and GDEs. Incorporate data quality objectives, monitoring protocols, and quality control/quality assurance procedures for work plan activities (may include biological field assessments, stream habitat investigations, and evaluations of the status of rare, threatened, or endangered species)	Section 5.9.6, Section 5.11.6	Evaluate and assess data gaps related to interconnected surface waters and GDEs. Reduce uncertainty in estimates of the location, timing, and rates of depletions of interconnected surface water due to groundwater extraction.	1	2022 - 2023
Model and Water Budget Refinement					
Expand Collection of Groundwater Extraction and Consumptive Use Data	Adopt well metering and reporting standards. Implement Vineyard and Winery Water Conservation workplan. Expand data management system to include additional extraction and consumptive use data made available through PMAs and other sources.	Section 8.9.2, Section 11.7.5.2, Section 11.7.6.2	Reduce water budget uncertainty for the single largest groundwater budget outflow component.	1	2022 - Ongoing
Streamflow Monitoring Network Enhancement	Enhance and expand the streamflow monitoring network to improve model-derived representations of stream-aquifer interactions and estimates of stream depletion	Section 8.9.2, Section 5.10.6, Section 11.7.6.2	Improve the spatial and temporal resolution of existing stream stage and discharge monitoring sites to better record low flow and baseflow conditions. Reduce water budget uncertainty.	1	2022 - Ongoing
Collect or Acquire Aquifer Parameter Data	Continue to support planned Airborne Electromagnetic survey activities coordinated by DWR and expand aquifer testing requirements for new production wells in areas where aquifer parameter data gaps exist.	Section 11.7.6.2	Reduce water budget uncertainty and improve the delineation of hydrostratigraphic zones	1	2022 - 2027
Collect or Acquire Soil Moisture Data	Expand collection local soil moisture and irrigation scheduling data, utilizing publicly available datasets. Implement Vineyard and Winery Water Conservation workplan.	Section 11.7.6.2	Reduce water budget uncertainty and improve the representation of irrigation practices in the NVIHM.	1	2022 - Ongoing

Action	Summary Description	GSP Reference	Data Gap or Objective Addressed	Priority Rank	Implementation Time Frame
Evaluate and Incorporate Updated Climate Change Projections	Evaluate and incorporate updated climate change projection datasets, as available from DWR or similar source, to continue to apply best-available data to the ongoing evaluation of potential future Subbasin conditions.	Section 11.7.6.2	Continue to utilize best-available information to inform analyses of projected Subbasin conditions.	1	2022 - Ongoing
Projects and Management Actions					
Vineyard and Winery Water Conservation (Planned PMA)	Cooperate with the Napa County RCD, grower and vintner organizations, and technology partners to develop a program design and workplan to guide implementation.	Section 11.5.1	Promote sustainable groundwater management through reduced consumptive use to achieve a 10 percent reduction in non-deminimis groundwater pumping relative to the 2005 - 2014 average rate of extraction, to avoid significant and unreasonable effects on beneficial uses and users of groundwater and interconnected surface waters resulting from groundwater extraction.	1	2022 - 2023
	Adopt or modify existing well metering and reporting standards and policy and provide direction to groundwater users on aggregate targets for groundwater use.			1	Ongoing
Managed Aquifer Recharge (Planned PMA)	Develop Stormwater Resource Plan to characterize stormwater availability, and opportunities and constraints for stormwater utilization.	Section 11.4.1	Develop multi-benefit projects to enhance groundwater supply reliability and maintain or improve GDE conditions, utilizing existing sources of water such as unallocated winter streamflow and runoff generated within the Subbasin, to avoid significant and unreasonable effects on beneficial uses and users of groundwater and interconnected surface waters resulting from groundwater extraction.	1	2022
	Conduct additional feasibility analysis and monitoring plan development, could include coordination with habitat restoration planning efforts.				2023 - 2027
	Implement multi-benefit projects in coordination with other local agencies and with the assistance of state and federal agencies, as available.			1	Ongoing, Subject to Subbasin conditions

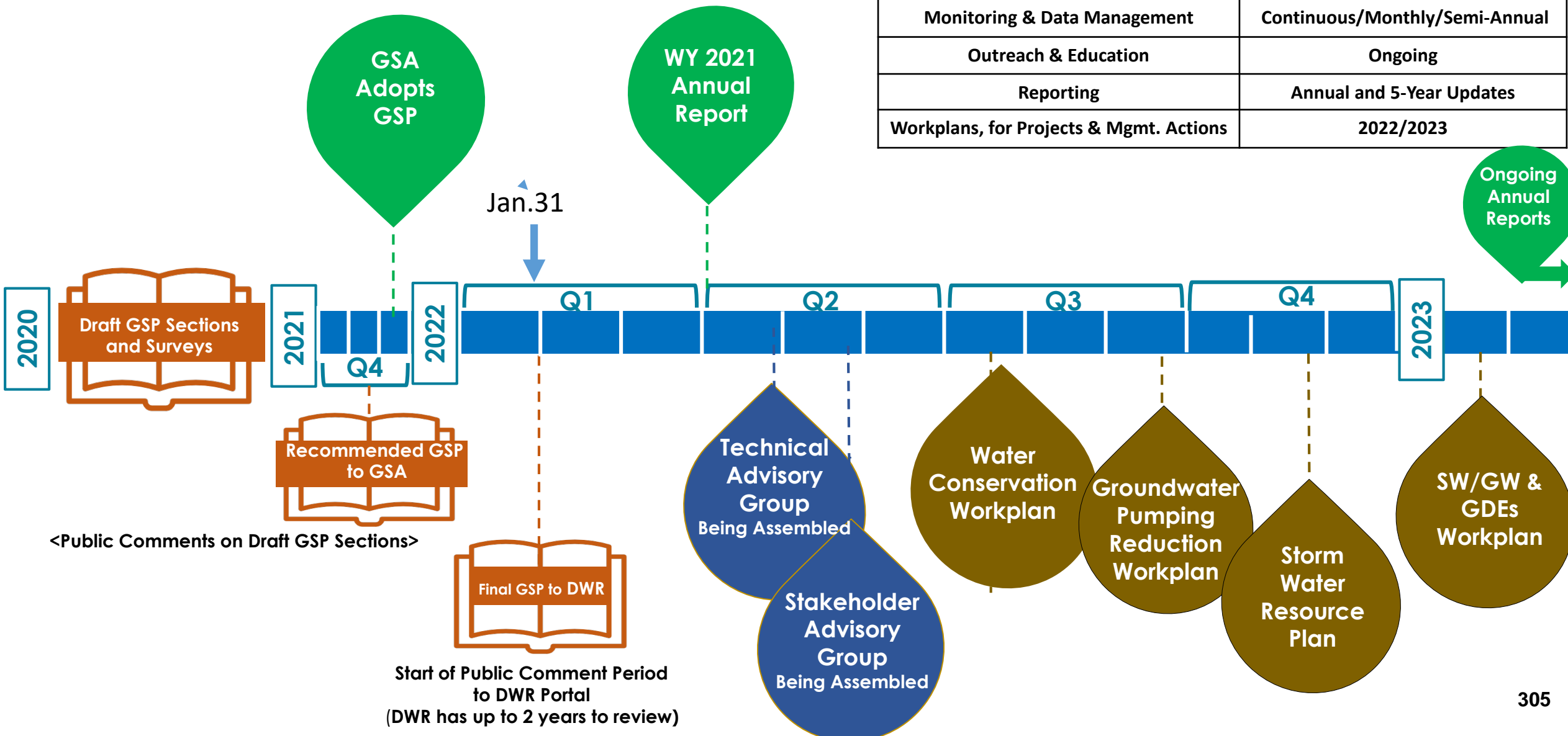
Action	Summary Description	GSP Reference	Data Gap or Objective Addressed	Priority Rank	Implementation Time Frame
Expand Recycled Water Use (Planned PMA)	In partnership with other local agencies, expand the production, distribution, and use of recycled water to offset use of groundwater in the Subbasin	Section 11.4.2	Promote sustainable groundwater management by augmenting and diversifying sources of supply to offset Subbasin groundwater extraction demands, reduce consumptive use of groundwater, and avoid significant and unreasonable effects on beneficial uses and users of groundwater and interconnected surface waters resulting from groundwater extraction.	1	Ongoing
Pumping Reductions (Planned PMA)	Cooperate with stakeholders to develop a program design and workplan to guide implementation.	Section 11.5.2	Promote sustainable groundwater management through reduced consumptive use and avoidance of significant and unreasonable effects on beneficial uses and users of groundwater and interconnected surface waters resulting from groundwater extraction.		2022 - 2023
	Adopt or modify groundwater conservation policy including Subbasin-wide or subregion groundwater use limits, consistent with correlative rights and GSA well metering and reporting standards			1	Subject to Subbasin conditions
Groundwater Ordinance and New Well Permit Conditions (Planned PMA)	Adopt groundwater use restrictions or other modifications to the County groundwater ordinance and Water Availability Analysis guidelines, including measures to reflect updated consideration of public trust resources consistent with GSP water budget and sustainable yield analyses and sustainable management criteria.	Section 11.5.3	Promote sustainable groundwater management through reduced consumptive use and avoidance of significant and unreasonable effects on beneficial uses and users of groundwater and interconnected surface waters resulting from groundwater extraction.	1	2021 - 2022
In-lieu Aquifer Recharge (Potential PMA)	Develop or incentivize projects to enhance groundwater recharge by expanded capture and use of surplus surface water flows in-lieu of groundwater pumping (includes verification of pumping reductions through metering and reporting of water use)	Section 11.6.1	Develop multi-benefit projects to enhance groundwater supply reliability and maintain or improve GDE conditions, utilizing existing sources of water such as unallocated winter streamflow and runoff generated within the Subbasin, to avoid significant and unreasonable effects on beneficial uses and users of groundwater and interconnected surface waters resulting from groundwater extraction.	2	Subject to Subbasin Conditions

Action	Summary Description	GSP Reference	Data Gap or Objective Addressed	Priority Rank	Implementation Time Frame
Groundwater Ordinance and New Well Permit Conditions (Potential PMA)	Adopt well setback and/or well construction standards to limit direct influence of groundwater pumping on interconnected surface waters and Subbasin groundwater conditions. Includes measures to reflect updated consideration of public trust resources consistent with GSP water budget and sustainable yield analyses and sustainable management criteria.	Section 11.6.2	Promote sustainable groundwater management through reduced consumptive use and avoidance of significant and unreasonable effects on beneficial uses and users of groundwater and interconnected surface waters resulting from groundwater extraction.	2	Subject to Subbasin Conditions
	County and municipalities revise local codes to align future groundwater use and well permit approvals with GSP water budget results and sustainable yield analysis.	Section 11.6.3		2	Subject to Subbasin Conditions
Active Production Well Inventory (Supporting Action)	Document active production wells in the Subbasin through coordination with Napa County Planning, Building, and Environmental Services and other local well permitting agencies.	Section 11.7.1	Promote PMA implementation and continued sustainable groundwater management	1	2021 - 2023
Tracking Impacts to Drinking Water Users Caused by Groundwater Management (Supporting Action)	Encourage reporting of water supply shortages, leveraging tools provided by DWR, and report on findings regularly including through annual reports and in periodic GSP Updates.	Section 11.7.2	Avoid significant and unreasonable effects on beneficial uses and users of groundwater. Improve PMA effectiveness and achieve continued sustainable groundwater management	1	Ongoing
Stakeholder Engagement and Outreach (Supporting Action)	Continued implementation of the Stakeholder Communication and Engagement Plan (adopted by the GSA in 2020)	Section 11.7.3	Improve public awareness of and stakeholder engagement in sustainable groundwater management efforts.	1	Ongoing

Action	Summary Description	GSP Reference	Data Gap or Objective Addressed	Priority Rank	Implementation Time Frame
Coordination with Land Use and Water Management Agencies (Supporting Action)	Improve sustainable groundwater management implementation through coordination with local agencies that set land use policy and manage water supplies in the Subbasin. Continue to encourage participation by those same agencies in SGMA planning and implementation efforts.	Section 11.7.4	Promote PMA implementation and continued sustainable groundwater management	2	Ongoing
Adopt Well Metering and Reporting Standards (Supporting Action)	Develop and adopt regulations specifying acceptable equipment, installation procedures, reporting procedures, and related aspects necessary to implement groundwater use reporting management actions	Section 11.7.5	Promote PMA implementation and continued sustainable groundwater management	1	2022 - 2023
<p>1 Note, not all monitoring network enhancements described in Section 5, are reflected in this summary table.</p> <p>2 Proposed monitoring wells will be added to more than one monitoring network.</p> <p>3 Additional monitoring well needs may also be identified as part of the interconnected surface water and groundwater dependent ecosystem workplan effort described in Sections 5.9.6 and 5.11.6.</p>					

Schedule: Q1 2022-Q1 2023

Implementation Actions	Frequency
GSA Meetings	Monthly
Technical and Stakeholder Advisory Groups/ Meetings	Monthly/Bimonthly
Monitoring & Data Management	Continuous/Monthly/Semi-Annual
Outreach & Education	Ongoing
Reporting	Annual and 5-Year Updates
Workplans, for Projects & Mgmt. Actions	2022/2023





Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-244

TO: Board of Supervisors
FROM: Minh C. Tran, County Executive Officer
REPORT BY: Becky Craig, Assistant County Executive Officer
SUBJECT: American Rescue Plan Act Update

RECOMMENDATION

County Executive Officer requests the following actions regarding the U. S. American Rescue Plan Act (ARPA) allocating approximately \$15.8 million:

1. Provide an update on the U.S. Treasury's Final Rule for State and Local Fiscal Recovery Funds and report that Staff will develop uses for the \$10 million of revenue recovery funds to be used for provision of government services under the standard allowance;
2. Discussion and seek direction to expand the County's FY 2022-23 Master Settlement Agreement (MSA) grant program by \$3 million over three years;
3. Discussion and approval of the proposed scope of work for the Child Care Gap Assessment allocating \$3 million for investment, including solicitation of a consultant for up to \$25,000;
4. Discussion and seek direction on the proximity housing loan and accessory dwelling unit incentive programs and opportunities for investment of \$5 million;
5. Approval of and authorization for the County Executive Officer (CEO) to sign an Agreement with the Lake Berryessa Resort Improvement District (District) for the term February 8, 2022 to December 31, 2026 for a maximum of \$1,350,000 to finance critical water and wastewater infrastructure projects; and
6. Approval of a budget adjustment increasing appropriations in the ARPA subdivision (Fund 2460, Subdivision 1020050) by \$4,826,825 from its available fund balance and transferring to various departments in the General Fund, Health & Human Services Agency Fund, Housing and Homeless Fund, Child Support Services Fund, and the Lake Berryessa Resort Improvement District to reimburse department expenditures for supporting the pandemic response and complete various water and sewer projects. (4/5 vote required)

EXECUTIVE SUMMARY

Napa County received a federal grant allocation totaling \$26.76 million in May 2021 and continues to evaluate

how to provide for its local public health response and economic recovery. The Board has an opportunity to elect a standard allowance for revenue recovery, to allocate funds to MSA, to proceed with a childcare gap assessment, learn of housing program opportunities, and amend the budget to reimburse departments for its pandemic response.

PROCEDURAL REQUIREMENTS:

1. Chair introduces item
2. Staff presents information on ARPA
3. Public comment
4. Direct Staff to develop uses for the \$10 million standard allowance
5. Support allocation of \$3 million over three years to expand the MSA program
6. Consider approval of the Child Care Gap Assessment scope of work and support allocation of \$3 million toward solutions
7. Support modification and expansion of housing programs with allocation of \$5 million
8. Motion and second to approve agreement with Lake Berryessa Resort Improvement District to finance critical water and wastewater projects totaling \$1.35 million
9. Motion and second to approve proposed \$4,826,825 budget amendment for County's public health response (4/5 vote required)

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? Yes
County Strategic Plan pillar addressed: Livable Economy for All

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Staff presented information to the Board in 2021 regarding the County's ARPA allocation and the U.S. Treasury's Interim Final Rule including a discussion of then-eligible uses of funding. The Final Rule was issued in January 2022 and will take effect April 1, 2022. The categories of eligible and ineligible uses remain, and the guidance indicates further flexibility in the use of funds. Of note, the U.S. Treasury now provides for a standard allowance of \$10 million in lieu of the complex revenue recovery calculation. Entities may elect either the standard allowance, the calculation, or neither. The funds may be used only for the provision of the types of services "traditionally provided by government" (some of which are enumerated by Treasury) and are not subject to further ARPA eligibility and compliance requirements.

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Staff recommends the Board direct development of a use list for the standard allowance and return in March for review. The information would be reported to the U.S. Treasury for the April 30, 2022, report and be included in the FY 2022-23 Recommended Budget.

The Board has been presented the following uses to date:

- 1) Grant to Napa Valley Community Foundation for rental assistance navigation services totaling \$100,000;
- 2) Pledge to Burbank Housing for conversion of Wine Valley Lodge for affordable housing apartments totaling \$2 million, a commitment of funds will return for Board consideration if the State provides a grant award; and
- 3) Appropriation of \$1.5 million to fund salaries and benefits for operation of Isolation and Quarantine facilities.

Today's reporting to your Board requests further allocations from the ARPA recovery funds as follows:

- 1) A proposed appropriation of \$3,476,825 to reimburse departmental expenses incurred since July 1, 2021 to support response to the pandemic, including public health response, isolation and quarantine shelters, and the emergency operations center; and,
- 2) A proposed transfer of \$1.35 million for Lower Berryessa Resort Improvement District (LBRID) water/sewer infrastructure improvements. This proposal is the subject of a separate board report/action on this agenda under Special Districts item 6A.

In November 2021, staff presented community public health and economic recovery needs identified through public workshops and supplemental communications. The Board prioritized tackling the community's complex childcare needs by identifying the gap across users, providers, and resources. There is not one repository of information to review or a clear consensus where to dedicate one-time monies. Assistance is needed to gather, assess, and recommend redirection or solicitation of funds to make the biggest impact for the community. Staff

recommends a proposed scope of work (attached) for a consultant who will return with both the gaps and recommended actions identified to then determine where best to invest resources. The County investment of ARPA funds could total \$3 million.

The County uses Master Settlement Agreement (MSA) monies to partner with local service providers to enhance delivery of community-based services that align with County health and human services priorities. The amount appropriated annually is \$1.1 million; however, the County increased this general fund allocation in FY 2021-22 to \$2.1 million to recognize the additional services needed in response to the pandemic. These needs continue and Staff recommends the Board direct use of one-time 'ARPA-governmental use' monies totaling \$1 million to supplement the MSA grants program for FY 2022-23 and \$1 million per year for the next two years, totaling \$3 million. The revised grant guidelines will return to the Board for consideration next month.

The County administers a Proximity Housing Loan Program that assists local workers with home ownership in Napa County. Staff will present the Program's guidelines (attached) and share the economic factors currently limiting its use. Staff recommends the Board consider modifications to the guidelines that will expand eligibility for its intended use and Staff will return in April with proposed revisions. In addition to economic factors limiting the loan program, there is limited housing stock available for the workforce. The County offers financial assistance for property owners who install junior accessory dwelling units (JADUs); however, the program has experienced minimal interest. Staff will share research to consider development of an accessory dwelling unit program that would return for approval in the Spring.

Proposed Scope of Work

Napa County received American Rescue Plan Act monies from the U.S. Treasury to provide for public health and economic recovery in response to the COVID-19 pandemic. The Board of Supervisors prioritized community investment into addressing childcare issues. The age range for this project is children ages 0-6. The County is seeking a consultant that will assess the community's needs, resources, and gaps. The Supervisors desire transformative systemic change that benefits residents and employers.

Presumptions indicate there are not enough childcare facilities or employees to work in this field due to:

1. Fixed Costs including:
 - commercial property location
 - zoning and building codes
 - high cost of development,
2. Labor Supply issues including:
 - time and/or cost commitment to train workers,
 - market wage that limits attracting and retaining workers,
 - competition for workers with hospitality and retail sectors, and
 - workforce housing quantity and cost.

Needs Assessment

Consultant shall meet collectively twice and individually with employers, childcare providers, commercial property brokers, workforce and industry partners, education providers, and other stakeholders identified through discussions to substantively identify the concerns with lack of supply of childcare. The expectation is to talk with a cross-section representation for each of the stakeholder groups to adequately reflect size and geographic location factors.

The Consultant will compile, analyze, and synthesize the data gathered to identify trends and opportunities. The needs assessment should include a market analysis reviewing what is already known about this market. The analysis may include geographic details on where the demand for childcare is coming from, and where the market for the supply of childcare exists. This can include zip codes where childcare supply and demand gaps exist. The report should verify whether the presumptions are accurate, and the significance of the contributing factors identified and learned.

Resources Assessment

Many stakeholders have a vested interest in addressing childcare shortfalls and provide a variety of resources to the community. Further, there may be under-utilized and/or untapped resources stakeholders could pursue. The consultant shall identify available and potential resources, assess resource utilization and effectiveness, and determine opportunities for resource coordination and redeployment.

The Consultant will compile, research, and assess the data gathered to determine opportunities. This can include specific government or philanthropic funding opportunities. The report should

capture the current resources and uses, potential resources, and stakeholders' capacity to manage growth.

Gap Assessment

Upon completion of the Needs Assessment and Resources Assessment, Consultant will identify where the systemic gaps exist, assess the magnitude, and determine what resources or actions are needed to address each gap. The analysis should focus on market forces that influence the gap between high childcare demand and low childcare supply including labor supply, fixed costs such as land costs, and building availability.

Qualifications

Share your firm's experience with assessing community issues, engaging community stakeholders, determining critical gaps. Provide 1-2 specific examples with contact information for the client(s). Include resumes of your team members that will work on this project and a proposed fee to complete a preliminary report within 100 days.

NAPA COUNTY

PROXIMITY WORKFORCE HOUSING ASSISTANCE GUIDELINES

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I. GENERAL

Section 101. Purpose

The purpose of the Proximity Workforce Housing Assistance Program (the "Proximity Housing Program") is to assist low and moderate income households to purchase a home close to their place of work. The Proximity Housing Program is an effort to increase housing opportunities affordable to members of the Proximity Workforce and to reduce displacement of those members who may otherwise choose to purchase homes outside of the County due to lower home prices by strongly encouraging the creation of a jobs-to-housing nexus for members of the Proximity Workforce.

Section 102. Definitions

1. "Affordable Housing Ordinance" means Chapter 18.107 (Affordable Housing and Incentives) of the Napa County Code.

2. "Affordable Housing Trust Fund" means the affordable housing fund for the County established pursuant to Section 18.107.020 of the Napa County Code. Monies from the Affordable Housing Trust Fund may be used to provide Proximity Housing Assistance only for borrowers that meet the affordability and occupancy requirements set forth in the Affordable Housing Ordinance.
3. "County" means the County of Napa, a subdivision of the State of California.
4. "Eligible Proximity Workforce Household" means a household that has been certified by the County as eligible to participate in the Proximity Housing Program by qualifying as a Proximity Workforce Member and having a gross household income which does not exceed one hundred twenty percent (120%) of the Area Median Income.
5. "Employer" means a business whose business address is located within Napa County. If an Employer is not physically based in the Proximity Housing Market Area, an employee must be able to verify that they work in the Proximity Housing Market Area, such as working from home or route driving, for the minimum number of hours to qualify as a member of the Proximity Workforce.
6. "Gross Household Income" means the total Federal gross income for all household members (including those with their name on the deed, their spouse, and all dependents over the age of 25). Gross household income shall be calculated by summing all income for all members of the household by reviewing the most recent paystubs and the most recent tax return. If there are discrepancies, the Federal gross income as reported on the most recent paystubs will be the document used to determine income.
7. "Net Proceeds" means the amount determined by subtracting the Original Base Price from one of the following amounts, as applicable: (i) the Resale Price of the Home, or (ii) in the event a creditor acquires title to the Home through a deed in lieu of foreclosure, a trustee's deed upon sale, or otherwise, the amount paid for the Home at a creditor's sale of the Home. Net Proceeds cannot be less than zero.
8. "Non-Occupying Co-Borrowers" means individuals used to assist the Proximity Household borrower obtain a first mortgage. Non-Occupying Co-Borrowers must certify that they will not be living in the home and will not be contributing financially to the monthly mortgage payment.
9. "Original Base Price" means the original purchase price of the home paid by the Owner.
10. "Owner" shall mean a person or persons who owns a Proximity Housing Unit who receives Proximity Housing Assistance.

11. "Primary Residence" means the principal place of residence of a person/household. The Owner shall be deemed to have ceased to use the Home as the Owner's Primary Residences by residing in the Home fewer than nine (9) months, or approximately seventy-five percent (75%) of any consecutive twelve (12) month period. Co-signers shall be permitted upon certification that they do not intend to occupy the Proximity Housing Unit.
12. "Proximity Household Size" means the total number of members in the household as verified against the total number of people, including dependents, documented on the IRS Form 1040. Third party documentation will be required to verify dependents not included on the IRS 1040 (e.g. new birth certificate, court paperwork, etc.)
13. "Proximity Housing Assistance" means monetary assistance in the form of a loan from the County to Eligible Proximity Workforce Households to increase the affordability of purchasing a property within the Proximity Housing Market Area. The Proximity Housing Assistance will be evidenced by the Proximity Housing Promissory Note and deed of trust.
14. "Proximity Housing Guidelines" means these guidelines, including any attachments or exhibits hereto.
15. "Proximity Housing Loan" means the monetary assistance from the County to the Owner to make the Proximity Housing Unit affordable to the Owner. The purpose of the Proximity Housing Loan is to increase housing affordability to members of the Proximity Workforce.
16. "Proximity Housing Market Area" means the area within the County that is within twenty (20) road miles" of the proposed property to be purchased with Proximity Housing Assistance.
17. "Proximity Housing Promissory Note" means the promissory note evidencing the terms of the Proximity Housing Loan, which note shall be in a form approved by the County Staff consistent with these Proximity Housing Guidelines.
18. "Proximity Housing Share of Appreciation" shall be equal to the Shared Appreciation Percentage of the Net Proceeds. In the event that Net Proceeds is equal to zero no Proximity Housing Share of Appreciation shall be due.
19. "Proximity Housing Trust Fund" means the special fund, the proceeds of which shall be used to partially fund Proximity Housing Assistance and to pay for administrative costs associated with receipt of Proximity Housing Assistance.
20. "Proximity Housing Unit" means a single unit residence (condominium, townhome, single family home, etc.) purchased by an Owner with Proximity Housing Assistance.

Participants in the Proximity Workforce Housing Program may not own, and plan to retain, another residential property for rental income while participating in the program. Applicants that own an existing residential property will be required to sell the existing property prior to closing a loan through the Worker Proximity Program.

21. "Proximity Workforce" means a person who at the time of execution of a purchase agreement (or other transfer agreement) for a Proximity Housing Unit is: (i) employed and currently working at least 30 hours per week or working a minimum of 1,200 hours per year, at a site or sites located within the Proximity Housing Market Area; (ii) or a disabled person who is employed at a job site located within the Proximity Housing Market Area, regardless of hours worked or who is unable to work because of the disabling condition, illness, or injury. For purposes of these guidelines, "disabled" means a person who has a disability as defined in subdivision (b) of Section 54 of the California Civil Code. Under certain proximity programs developed pursuant to these Proximity Housing Guidelines, only members of the Proximity Workforce whose gross household income does not exceed one hundred twenty percent (120%) of area median income shall be considered eligible to participate.
22. "Shared Appreciation Percentage" is the amount which represents the percentage obtained by dividing the principal amount of the Proximity Housing Loan by the Original Base Price of the Home.
23. "Transfer" means any sale, assignment or transfer, voluntary or involuntary that would trigger a reassessment of value.

II. PROGRAM ELEMENTS

Section 201. Proximity Housing Assistance.

The County may elect to offer Proximity Housing Assistance to homebuyers to assist with the purchase of a home located closer to the household member's place of work. Proximity Housing Assistance offered to homebuyers will be subject to the following conditions:

1. The total amount of Proximity Housing Assistance offered will not exceed ten percent (10%) of the purchase price of the home. The total down payment amount contributed by the applicants, including gifts, will not exceed 10% of the purchase price. The maximum purchase price of a home shall be capped at 110% of the median price of a home in the listed jurisdiction (i.e. Napa, American Canyon, Yountville, St. Helena, Calistoga) as evaluated and issued by memorandum each January by the Director of Housing and Homeless Services.
2. Only households with at least one member who is a member of the Proximity Workforce will be eligible for the Proximity Housing Assistance. In order to be certified as a member of the Proximity Workforce, total gross household income must be verified to be less

than 120% of area median income. Refer to income verification requirements at §302 of these Guidelines.

3. The property purchased with the Proximity Housing Assistance must be located in the County of Napa and must be within a twenty (20) road mile radius of the place of employment of the member of the household who qualifies as a Proximity Workforce member. The Owner must intend to occupy the home as his or her Primary Residence.

4. The Proximity Housing Assistance will be evidenced by a promissory note and secured by a deed of trust recorded on the purchased home second only to a first mortgage that cannot exceed eighty-six and one-half percent (86.5%) of the value of the purchased home excluding closing costs and mortgage insurance. The County may require additional documentation with regards to the Proximity Housing Assistance.

5. The Owner shall not rent or otherwise lease the Home to another party, unless approved by the County under hardship conditions.

6. Other first time homebuyer programs are acceptable to be used in addition to the Napa County Proximity Housing Assistance Program so long as Napa County maintains the second lien and is not subordinate to another program.

III. Program Administration

Section 301. Qualification to Receive Proximity Housing Assistance

To be eligible to receive Proximity Housing Assistance, a person shall be required to:

1. have at least one member of the household certified as a member of the Proximity Workforce at the time of execution of a purchase and sale agreement for a Proximity Housing Unit;
2. certify that the Owner's gross household income does not exceed one hundred twenty percent (120%) of the Area Median Income; and
3. occupy the unit as that Owner's Primary Residence;

Section 302. Employment/Income Verification Procedures

In order to determine that a person requesting Proximity Housing Assistance meets all of the criteria set forth in Section 301, prior to occupancy, the County should review and keep on file specific documentation which provides proof of employment and income for each household member. The applicant must provide the following documentation (with all such information and documentation to remain confidential):

1. Internal Revenue Service's Form 1040 Individual Income Tax Return

2. Most recent pay stubs

The County may also request any of the following documentation:

1. Executed Employment Verification Form (signed by Employer(s)) to verify physical work address in those instances when a PO Box or different work location is provided, to verify number of working hours for part-time positions and/or other unusual circumstances.; 2. Employer(s) name, address, telephone and dates of employment;
2. A valid form of picture identification.
3. W-2 Wage Information

If any of the above required information is not available, the applicant shall provide other documentation as requested by the County. The sufficiency of any such alternative documentation will be determined by the County at its sole discretion.

When a person is self-employed, the County may request any or all of the following documentation (with all such information and documentation to remain confidential):

1. A complete copy of the applicant's most recent tax returns, including Federal and State tax returns;
2. Copies of all W-2s, Form 1099s, or K-1s received, if any;
3. Copies of any paycheck stubs, or an up-to-date profit and loss statement; and
4. A copy of a current business license, if applicable.

All Owners shall verify on their application that all information provided is true and accurate. If any of the information is determined by the County to be inaccurate or non-verifiable, the applicant may be subject to disqualification by the County from the application and/or approval process. The County may, if it chooses, designate a "Qualification Specialist," who reviews all application materials. An application fee covering the County's costs associated with verification is required at the time the proximity workforce verification form is submitted to the County for processing.

IV. OTHER PROGRAM CONDITIONS

Section 401. Payments Due to County Upon Transfer of Home

The terms for the Proximity Housing Loan will be as follows and will be more specifically set forth in the Proximity Housing Promissory Note:

(a) Required Payment. The Owner, upon Transfer, is required to pay all sums due and owing under Proximity Housing Promissory Note. The amounts due under the Proximity Housing Promissory Note will be the repayment of the Proximity Housing Assistance plus the Proximity Housing Share of Appreciation. The County will not release the deed of trust on the Proximity Housing Unit without full repayment of the amounts owed under the Proximity Housing Promissory Note.

(b) Proximity Housing Share of Appreciation. The Proximity Housing Share of Appreciation shall be equal to the Shared Appreciation Percentage of the Net Proceeds. In the event that Net Proceeds is equal to zero no Proximity Housing Share of Appreciation shall be due. By way of example, if an Eligible Proximity Workforce Household receives a Proximity Housing Loan from the County in the amount of \$10,000 and purchases a home with an Original Base Price of \$100,000, the County's Shared Appreciation Percentage would be 10% based on the Proximity Housing Loan being 10% of the total purchase price. If that same household sells the home at a later date for \$150,000, the County would be repaid the original \$10,000 Proximity Housing Loan amount plus \$5,000 representing 10% of the Net Proceeds (\$50,000) from the sale of the home.

(c) Prepayment. Owner will be allowed to prepay the Proximity Housing Loan. At the time of prepayment, the Owner will be obligated to obtain a fair market value appraisal for the Proximity Housing Unit. The Proximity Housing Share of Appreciation at the time of any prepayment will be determined based on the fair market value appraisal, provided, that at the time of prepayment, the Proximity Housing Share of Appreciation shall be at least one-half of one percent of the fair market value of the Proximity Housing Unit. The Proximity Housing Promissory Note will include provisions regarding determination of fair market value and appraisal standards.

Section 402. Defaults

(a) Events of Default. The Proximity Housing Assistance and the Proximity Housing Share of Appreciation shall be due in the event of a default under the Proximity Housing Promissory Note. Defaults will include any failure to comply with the terms of the Proximity Housing Promissory Note, any default on a first mortgage on the home, a declaration of bankruptcy by the Owner and such other defaults as are included in the Proximity Housing Promissory Note, deed of trust or other documents evidencing the Proximity Housing Loan.

Section 403. Term of Loan

The Proximity Housing Promissory Note shall have a term of fifty-five (55) years from the date of the signed promissory note, unless earlier terminated under the terms of the Proximity Housing Note.

Section 404. Other Terms

The mortgage lender and title company selected by the Owner shall provide all loan and escrow documents to the County and the Owner at least 10 days in advance for County review and approval.

The Second Mortgage Agreement shall include such other terms as deemed reasonable by County consistent with these Proximity Housing Assistance Guidelines, including the following:

(a) Maintenance. The Second Mortgage Agreement shall require the Owner to maintain the Home, including landscaping, in good repair and in a neat, clean and orderly condition (and, as to landscaping, in a healthy condition) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, County, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, The Owner will be required to make all repairs and replacements necessary to keep the Home in good condition and repair.

(b) Insurance. The Second Mortgage Agreement shall require the Owner to maintain a standard all risk property insurance policy equal to the replacement value of the Proximity Housing Unit, naming the County as an additional insured.

(c) Refinancing. The Second Mortgage Agreement will allow the Owner to refinance the first mortgage loan under conditions which will ensure that the County's Proximity Housing Loan and Proximity Housing Share of Appreciation is protected and no such refinancing amount exceeds seventy five percent (75%) of the fair market value of the home. There will be a fee for the preparation of a subordination agreement for every refinance of the first mortgage, in accordance with the County's Fee Schedule.

V. PROGRAM OVERSIGHT

Section 501. Special Review

A special review for a variance from the strict application of these guidelines may be granted if an unusual hardship can be established and the County finds, at its sole discretion, that the granting of such variance is consistent with the County's proximity housing goals and objectives. A person requesting a special review shall do so in writing and provide documentation regarding the unusual hardship. The applicant shall also be required to submit any additional information reasonably requested by the County in a timely manner.

The special review committee may grant, conditionally grant, or reject any such request at its sole discretion.

Section 502. Grievance Procedures

A proximity housing program adopted in accordance with these guidelines may, if appropriate, provide any person the right to appeal determinations made by County staff directly to the Board of Supervisors in the manner set forth in Chapter 2.88 of the Napa County Code.

Napa County
American Rescue Plan Act
at February 8, 2022

	<u>Public Health</u>	<u>Economic Recovery</u>	<u>Infrastructure</u>	<u>Total</u>
Funding Allocation	\$ 9,000,000	\$ 9,000,000	\$ 8,760,000	\$ 26,760,000
Commitments:				
County Response to Pandemic	\$ 5,000,000			\$ 5,000,000
NVCF rental assist navigation		\$ 100,000		\$ 100,000
Burbank Housing Project		\$ 2,000,000		\$ 2,000,000
Childcare		\$ 3,000,000		\$ 3,000,000
LBRID - four projects			\$ 1,350,000	\$ 1,350,000
Uncommitted	\$ 4,000,000	\$ 3,900,000	\$ 7,410,000	\$ 15,310,000
FY 2022-23 Consideration:				
County Response to Pandemic	\$ 4,000,000			\$ 4,000,000
Master Settlement Agreement		\$ 3,000,000		\$ 3,000,000
Housing Investment		\$ 900,000	\$ 4,100,000	\$ 5,000,000
TBD				\$ 3,310,000

To increase appropriations in ARPA Special Revenue Fund 2460, Subdivision 1020050 for Interfund Transfer Out (56100) of \$4,826,825;

To increase revenue appropriations to Interfund Transfers In (obj. 48200) in CEO-Admin (Fund 1000, Subdivision 1020000) by \$20,000; County Counsel (Fund 1000, Subdivision 1200000) by \$6,000; in Housing and Homeless (Fund 2030, subdivision 2030000) by \$3,070,194; in Department of Child Support Services (Fund 2160, Subdivision 2160000) by \$34,000; and Health and Human Services (Fund 2000) by \$346,631.

To increase appropriations in Housing and Homeless Services (Fund 2030, Subdivision 2030000) for Salaries and Benefits (Obj 51100) of \$704,394 and for Rents and Leases (Obj. 52605) of \$2,365,800; in Fund 2160, Subdivision 2160000 for Salaries and Benefits (object 51100) of \$34,000.

To increase revenue appropriations in Lake Berryessa Resort Improvement District (LBRID) Special Revenue (Fund 5220, Subdivision 52205-00) by \$1.35 million to fund proposed project expenditures which are itemized in **File No. 21-1417 which is separately included on the 2/8/22 agenda.**

Offset by use of use of Available Fund Balance in Fund 2460 Subdivision 10200-50 (ARPA COVID-19 pandemic response funds).

<u>Revenue</u>		<u>Increase (Decrease)</u>
1000-1020000-48200	Interfund Transfer In	20,000
1000-1200000-48200	Interfund Transfer In	6,000
2000-2000100-48200	Interfund Transfer In	148,600
2000-2000200-48200	Interfund Transfer In	127,028
2000-2000300-48200	Interfund Transfer In	10,600
2000-2000400-48200	Interfund Transfer In	1,205
2000-2000500-48200	Interfund Transfer In	9,100
2000-2000600-48200	Interfund Transfer In	43,025
2000-2001000-48200	Interfund Transfer In	7,073
2030-2030000-48200	Interfund Transfer In	3,070,194
2160-2160000-48200	Interfund Transfer In	34,000
<u>Expenditure</u>		
2460-1020050-56100	Interfund Transfer Out	4,826,825
2030-2030000-51100	Salaries and Benefits	704,394
2030-2030000-52605	Rents and leases - buildings	2,365,800
2160-2160000-51100	Salaries and Benefits	34,000
<u>Use of Available Fund Balance – Fund 2460</u>		4,826,825

NAPA COUNTY AGREEMENT NO. 220246B

**LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT
AGREEMENT NO. 220246B**

**MEMORANDUM OF UNDERSTANDING
FOR RECEIPT OF FUNDS PURSUANT TO THE AMERICAN RESCUE PLAN ACT**

(Lake Berryessa Resort Improvement District Infrastructure Projects)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between Napa County, a political subdivision of the State of California (“County”), and Lake Berryessa Resort Improvement District, a special district of the State of California (“District”).

RECITALS

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law, establishing the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program; and

WHEREAS, County has received funds from the federal government through ARPA and the SLFRF program; and

WHEREAS, statutory eligible uses of an SLFRF award include making necessary investments in water and sewer infrastructure; and

WHEREAS, District is a local water and sewer service provider with pending infrastructure projects needed to continue providing reliable service, as further described in Exhibit “A” to this MOU; and

WHEREAS, County is willing to provide ARPA funds to be used towards the infrastructure projects in an amount of up to one million, three hundred and fifty thousand dollars (\$1,350,000);

NOW, THEREFORE, in consideration of the foregoing and other consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Term. This MOU shall become effective on the date of the last signature below and shall expire on December 31, 2026, unless terminated earlier in accordance with this MOU.

2. Transfer of ARPA Funds. County agrees and hereby directs the Auditor-Controller to issue and deliver to District the amount of One Million Three Hundred and Fifty

Thousand Dollars (\$1,350,000) in ARPA funds upon written request from District. County is not obligated to provide any funds to District that are not ARPA funds, and County's obligation is contingent on there being sufficient ARPA funds available to County.

3. Use of Funds by District. District shall use all ARPA funds provided under this MOU solely and exclusively for the water and sewer infrastructure projects as generally described in Exhibit A (the "Projects"). District must complete the Projects no later than December 31, 2026. County does not warrant that the funds provided under this MOU are sufficient to complete the Projects, and District shall complete the Projects whether or not the funding provided by County is enough to cover the entire cost. If District completes the Projects without spending all the ARPA funds, or has not fully expended the ARPA funds by the date of expiration or other termination of this MOU, then District shall return to County the remaining unspent funds within thirty (30) days afterwards unless otherwise agreed by the parties.

4. Project Review by County. District shall submit, and County shall review, all contract documents involving the construction and implementation phases of the Projects, and any modifications to the Projects, to ensure ARPA funding eligibility and reasonableness of costs. All such contract documents are subject to the approval of the County, which shall not be unreasonably withheld or conditioned. Any alterations to the Projects must maintain eligibility for ARPA funding.

5. Return of Funds. If District fails to fulfill in a timely and proper manner District's obligations under this MOU or otherwise breaches this MOU or fails to complete the Projects in a timely fashion, District shall return to County all unspent ARPA funds upon written demand by the County Executive Officer. If District uses any portion of the grant funds provided under this MOU for a purpose other than the Projects, District shall reimburse County the portion of such grant funds not used for the Projects upon written demand by the County Executive Officer. District shall return or reimburse County within thirty (30) days of receipt by District of written demand from County, and shall include any interest earned thereon by District. Return of grant funds under this paragraph shall be in addition to any other remedies available to County by law.

6. Compliance with Funding Requirements. District shall comply with all federal and state laws, regulations, and requirements associated with the receipt of ARPA funds and the SLFRF Program, including but not limited to competitive bidding, prevailing wages, award of contracts, record keeping, reporting, and any other requirements as may be set forth in the Compliance and Reporting Guidance manual for the SLFRF Program issued by the United States Department of the Treasury on June 24, 2021, as may amended from time to time, and the ARPA Interim Final Rule found at Part 35 of Title 31 of the Code of Federal Regulations, both of which are hereby incorporated by reference as if fully set forth herein.

7. Termination. This MOU may be terminated by County for any reason and at any time by giving thirty (30) days prior written notice of such termination to District. County hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this MOU on behalf of County for the convenience of County.

Termination shall relieve District of any further obligation under this MOU, other than the return of unused grant funds and any other obligations of District that accrued prior to the effective date of termination.

8. Access to Records/Retention. County shall have access to any books, documents, papers, and records of District which are related to this MOU or the Projects for the purpose of confirming compliance with this MOU or as may be required by federal or state authorities. Except where longer retention is required by any federal or state law, District shall maintain all records related to this MOU for at least five (5) years after the expiration or termination of this MOU, and this obligation shall hereby survive the expiration or termination of this MOU.

9. Third Party Beneficiaries. Nothing contained in this MOU shall be construed to create any rights in third parties and the parties do not intend to create such rights, except such rights of the federal and state governments as may be required as a condition of the receipt of ARPA funds or the SLFRF Program.

10. Severability. If any provision of this MOU is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

11. Amendment of Agreement. This MOU may only be amended or modified by mutual agreement of the parties, in writing and signed by both parties.

12. Entirety of Contract. This MOU constitutes the entire agreement between the parties relating to the subject of this MOU and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

13. Counterparts. This MOU may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, this MOU is executed by Napa County, acting by and through its County Executive Officer as authorized by the Board of Supervisors on February 8, 2022, and by the Lake Berryessa Resort Improvement District, acting by and through its District Engineer as authorized by its Governing Board on February 8, 2022.

LAKE BERRYESSA RESORT IMPROVEMENT
DISTRICT, a special district of the State of California

By: _____
CHRISTOPHER M. SILKE, District Engineer

NAPA COUNTY, a political subdivision of
the State of California

By: _____
MINH C. TRAN, County Executive Officer

APPROVED AS TO FORM Office of County Counsel By: <u>Thomas C. Zeleny</u> Interim County Counsel Date: <u>February 7, 2022</u>	APPROVED BY THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT Date: _____ Processed By: _____ Deputy Secretary of the District	ATTEST: NEHA HOSKINS Secretary of the District By: _____
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APPROVED AS TO FORM Office of County Counsel By: _____ Deputy County Counsel Date: _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A

Lake Berryessa Resort Improvement District Infrastructure Upgrade Projects

Project Descriptions

1. Water Treatment Plant Upgrades – Demolish and replace process air compressors, refrigerated air dryer, add cross-flow ventilation, small pipe, metal door, protective coatings. Move chemicals to outdoor storage. Construct process upgrades.
2. Sewer Lift Station A Tank Demolition and Replacement – Demolish and replace the Sewer Lift Station Tank A. Replace the bolted steel tank with a reinforced concrete structure or similar steel tank of equal storage capacity that resists deterioration, pit corrosion, seepage, and corrosion attack from sewer gasses. A new tank is critical to prevent raw sewerage spills into nearby Putah Creek prompting regulatory enforcement action by Central Valley Regional Water Quality Control Board. Solicit Engineering Consultant RFP for design, bid, and construction administration professional services. Prepare plans and specifications to bid the construction and demolition work. File CEQA Notice of Determination Form and Supplements with Napa County PBES. Record Notice of Categorical Exemption, Class 1, Section 15301. Construct, inspect, hydrostatic test, and activate new wastewater tank.
3. SCADA System Updates – Over the past ten (10) years pump stations, treatment and water storage tanks have been integrated into the Rockwell Factory Talk Human Machine Interface (HMI) platform. While functional, the older generation HMI software does not provide advanced level of automation, remote control, alarm alerts, sufficient network speed, trend charts, and dependability needed by the District in a more stringent regulatory environment. New mobile Supervisory Control and Data Acquisition (SCADA) platforms shall be installed and feature remote access to the SCADA terminal during wildfires and winter storms when AT&T landlines are experiencing outages. Drinking water, clean water, environmental, and regulatory permit compliance are integral to real-time data retention and reports.
4. Water Treatment Plant Standby Generator Replacement - A standby generator shall be replaced at the Water Treatment Plant. The existing generator provides emergency power to the water treatment plant and associated pump operations, as well as to the District's central sewer lift station (Station A) and ancillary lift station (Station E). Standby power at this location is essential to maintaining both water and sewer service during scheduled PG&E Public Safety Power Shutdowns, emergencies (e.g. wildfires and storms), or when PG&E power is unstable.

Project Budgets

1. Water Treatment Plant Upgrades - \$150,000
2. Sewer Lift Station A Tank Demolition and Replacement - \$800,000
3. SCADA System Updates - \$300,000
4. Water Treatment Plant Standby Generator Replacement - \$100,000

Project Justification

All four (4) water and sewer infrastructure projects will benefit public health and safety for Berryessa Estates residents.

ARPA Project Appropriations Total: \$1,350,000



A Tradition of Stewardship
A Commitment to Service

American Rescue Plan Act

Final Rule



A Tradition of Stewardship
A Commitment to Service

- \$26.76 million award
- Reaffirmed eligibility categories
- Provides discretion in execution
- Introduces a \$10 million Standard Allowance for Revenue Loss Recovery in lieu of calculation
 - Must be elected 4/30/22 report
 - Not exclusive of existing three bucket allocations
 - Identify governmental uses, may be amended
 - Ineligible uses include replenishing reserves, debt, or pension pmts

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Public Health



A Tradition of Stewardship
A Commitment to Service

- Budget Adjustment to reimburse County approx \$3.5 million for FY 2022-23 eligible activity not funded by other state or federal grants, authorized \$1.5 million reimbursement in January
- Program remaining \$4 million in FY 2022-23 and FY 2023-24 for reimbursement of county's and/or community health partners' pandemic response

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Community Investment for Economic Recovery



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A Commitment to Service

- Awarded \$100,000 to NVCF for local rental assistance navigation services
- Pledged \$2 million for Burbank Housing's affordable housing project application to State
- Childcare Issues Priority Area - \$3 million

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Community Investment, cont.



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A Commitment to Service

- Childcare Scope of Work Solicitation
 - Gathering Needs and Resources Data
 - Identifying Gaps
 - Assessing Best Practices and Opportunities
 - One-time investments of ARPA funds
 - Return this Summer for Next Steps

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Community Investment, cont.



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A Commitment to Service

- Master Settlement Agreement
 - \$1.1 million annual county grant program
 - \$2.1 million in FY 2021-22, expanded for COVID-related services
 - Community needs continue
 - Recommend allocation of \$3 million over three years

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Infrastructure



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A Commitment to Service

- Budget Adjustment to award Lower Berryessa Resort Improvement District \$1.35 million for eligible water and wastewater improvements

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Housing Program Investment



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A Commitment to Service

- Proximity Workforce Housing Assistance Program
- JADUs – ADUs
- Recommend allocation of \$4.9 million thru 2024

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Funding Allocations



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Public Health Response
FY 2021-22: \$5 million
Future Years: \$4 million



Community and Equity Investment
FY 2021-22: \$2.1 million
Childcare: \$3.0 million
MSA: \$3.0 million
Housing: \$0.9 million



Infrastructure Investment
FY 2021-22: \$1.35 million
Housing: \$4.00 million
Balance: \$3.41 million

Requested Actions



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A Commitment to Service

- Direct development of uses for the \$10 million Standard Allowance
- Direct funding allocation of \$3 million to MSA for three years
- Direct approval of Childcare Gap Assessment and funding allocation of \$3 million for investment
- Direct modification and expansion of housing programs and funding allocation of \$4.9 million
- Approve Budget Adjustment to reimburse the County's pandemic response and to LBRID for eligible infrastructure projects



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A Commitment to Service

Contact: Becky Craig,
Assistant County Executive Officer

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Proximity Workforce Housing Assistance Program

Program Review & Discussion

Proximity Workforce Housing Assistance Program HISTORY



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Established in 2011:

- 10% Down Payment Assistance via zero-interest, 55-year loan with shared appreciation of net proceeds.

Eligibility:

- 120% Area Median Income (AMI) or below
- A member of the Proximity Workforce
- Unit must be owners Primary Residence

Restrictions:

- Cannot own other rental properties
- Down payment minimum = 3.5%, maximum = 10%

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Proximity Workforce Housing Assistance Program HISTORY



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PROXIMITY PROGRAM LOANS: 2011 - 2021

Total	174	\$7.2M
Active	104	\$4.7M
Closed	70	\$2.5M
Pending	6	\$300K

Share of Appreciation = \$3.5M, or 35% ROI

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Proximity Workforce Housing Assistance Program BORROWERS



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PROXIMITY PROGRAM LOANS: Borrowers

Household size	3
Income	100% AMI
Credit Score	650-750
Prior Location	50% out of County (renting)

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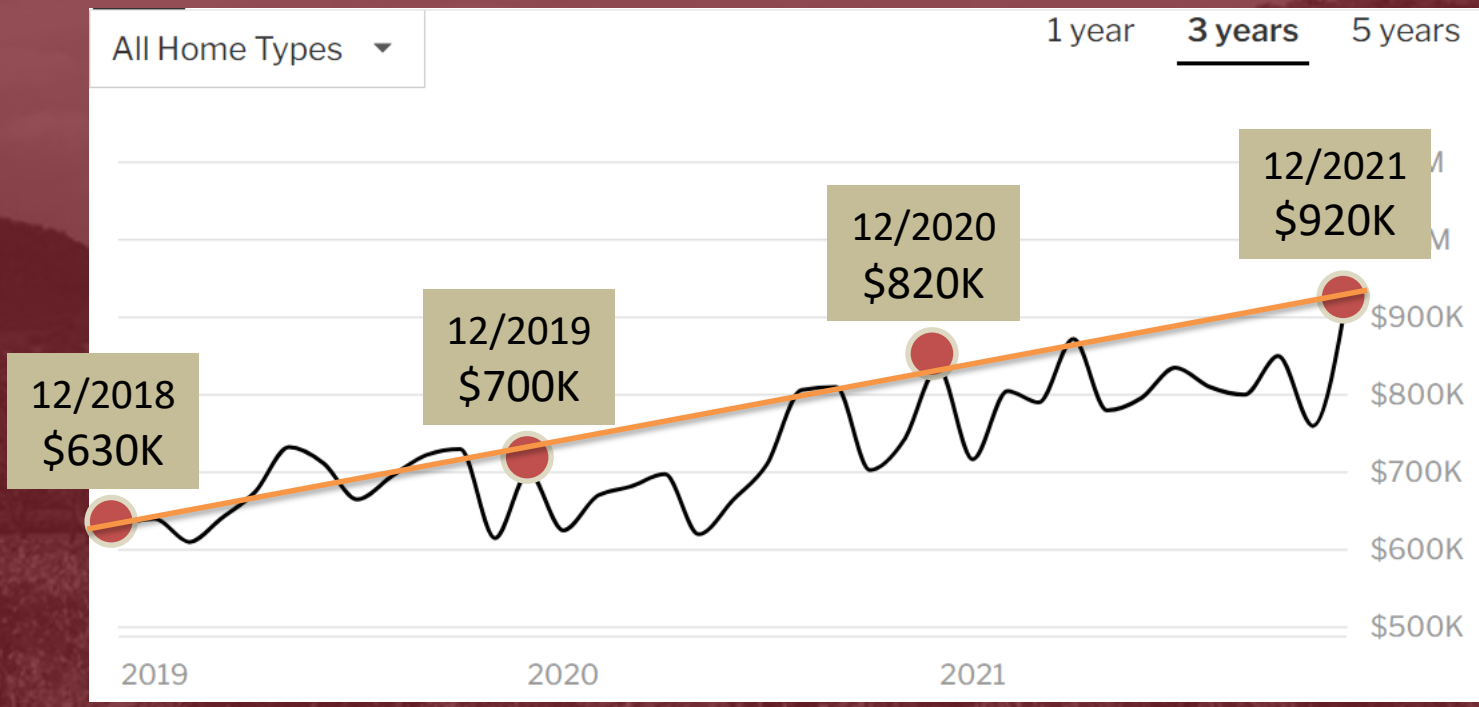


Proximity Workforce Housing Assistance Program

CURRENT CONDITIONS



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Proximity Workforce Housing Assistance Program

CURRENT CONDITIONS



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Private Mortgage Insurance

- Required for conventional loans if down payment is less than 20%
- Calculated based on down-payment & credit score
- Significant bite out of purchasing power

Down Payment	PMI Rate
5%	30%
10%	25%
15%	12.50%
20%	0%

Proximity Workforce Housing Assistance Program EXPANSION



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Increase Down Payment Assistance

- 16.5% DPA (up from 10%)

Expand road-mile-radius

- Anywhere in-County (remove 20mi restriction)

Impact:

Down Payment Assistance	FY 21-22 (est)	FY 21-22 (est)	FY 21-22 (est)
<i>Impact of expansion</i>	@ 10%	@ 16.5%	@ 16.5%
# Loans Closed	20	20	30
Total DPA Loaned	\$ 1,100,000	\$ 1,778,700	\$ 2,722,500
Avg DPA Loan	\$ 55,000	\$ 90,750	\$ 90,750
Avg Home Price	\$ 550,000	\$ 550,000	\$ 550,000

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ADU Expansion Program

Program Review & Discussion

ADU Expansion Program

Napa Sonoma ADU



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Physical Characteristics

Where will your second unit be built?

Napa

Bedrooms

Studio

1

2

3

Bathrooms

1

1.5

2

2.5

3

ADU Square Footage

1 Bedrooms are typically 600 sqft

600* sqft

150 sqft

600 sqft

1200 sqft

*Studio and 1 bedroom ADUs in Napa can be built to 1200 sqft

Type of Construction



New Construction

New construction includes both attached and detached second units.



Conversion of Part of Garage or Pool House

Taking an existing garage or pool house, and turning it into a second unit.



Modular

Modular/panelized are built partially or entirely off site and delivered to the property.



Conversion of Finished Part of House

Taking existing living space, like a bedroom and turning it into a second unit.



Conversion of Unfinished Part of House

Taking unused space, like a basement or an attic, and turning it into a second unit.

Monthly Rent

\$1,737

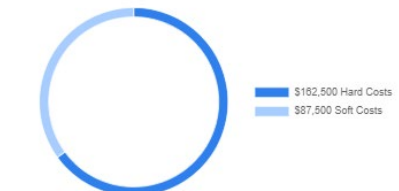
Monthly Expenses

\$1,458



Construction Costs

\$250K



No fee data is available at this time.

Hard costs cover constructing the accessory dwelling unit, both labor and materials. Soft costs are things like architects. Fees are charged by your local government.

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ADU Expansion Program

County JADU Loan Program



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- Established 2018
- \$40,000 + permit costs and construction management assistance
- JADU's only (conversion of existing bedrooms)
- Rents restricted to 80% AMI
- 10-year forgivable loan

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ADU Expansion Program

ADU Program Development



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A Commitment to Service

Homes for Sonoma

Affordable, low-hassle addition of ADU

- ✓ Design
- ✓ Project management (including permitting)
- ✓ Financing
- ✓ Rental/lease-up
- ✓ Repairs Maintenance



Owned by H4S, buy-out at any time.
Rental income is shared.

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Questions & Discussion

Contact:

Jennifer Palmer, Director of Housing & Homeless Services,
jennifer.palmer@countyofnapa.org



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A Commitment to Service



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-278

TO: Board of Supervisors
FROM: Minh C. Tran, County Executive Officer
REPORT BY: Becky Craig, Assistant County Executive Officer
SUBJECT: Update on Future Agenda Items

RECOMMENDATION

County Executive Officer will provide a report on pending future agenda items requested by individual Board members at the January 25, 2022, and the February 1, 2022 Board of Supervisors meetings and will request discussion and direction regarding the following requests for presentations by:

1. Napa Schools for Climate Action on their request and call to action;
2. All Home on how grant monies were spent, their impact on diversion, and how the County can have a greater impact in the sphere of housing and homelessness;
3. Bay Conservation and Development Commission on Bay Adapt Regional Strategy for a Rising Bay; and
4. California Medical Services Program on Affordable Care Act.

EXECUTIVE SUMMARY

Members of the Board of Supervisors have the opportunity at each Board meeting to request items for future agendas. Because the specific topic requested was not on the agenda, the remaining Board members do not have the opportunity to discuss these requests at this time due to the Brown Act. Four requests have been made for Board consideration.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

To ensure requests for future agenda items are addressed in a timely manner, and all Board members can provide feedback before significant County resources are invested in these requests, staff is asking the Board for direction on the following requests made at prior Board meetings.

1. Students with Napa Schools for Climate Change request the opportunity to present information to the Board and public during a board meeting in March. No staff time is anticipated beyond correspondence to coordinate a meeting date and time.
2. Staff time to develop a presentation covering how pandemic funds have been utilized and braided into/with existing and new Homeless Services funding to improve diversion and housing services for individuals at risk of or experiencing homelessness would take approximately 8-10 hours for fiscal analysis and presentation development. All Home does not have any information on how County funds were utilized. Additional coordination with All Home to present how funding could be spent moving forward would be another 5+ hours of coordination by County staff.
3. BCDC representatives request the opportunity to present Bay Adapt information to the Board and public during a board meeting in March. If the Board determines to move forward with Bay Adapt it is likely there would be significant investment of staff time. For the presentation, no staff time is anticipated beyond correspondence to coordinate a meeting date and time.
4. California Medical Services Program representatives request the opportunity to present information to the Board and public during a board meeting in March. No staff time is anticipated beyond correspondence to coordinate a meeting date and time.

Staff is currently preparing presentations for two requested agenda items - budget priorities and Fire ad hoc committee revenue source - for March 2022.

Today's action is to provide an opportunity for the Board to discuss the requests and provide direction to staff.

		Departments														
Future Agenda Item		Recommend return to BOS	Total projected hours	Ag Comm	Assessor Recorder County Clerk	CEO	County Counsel	Fire	Housing	ITS	OES	PBES	PW	Sheriff	Auditor	Consultant
Pending Board review																
A	Napa Schools for Climate Change presentation	Mar-22	1			X										
B	All Home / Housing & Homeless program effectiveness	Apr-22	15						X							
C	BCDC Bay Adapt presentation	Mar-22	1			X										
D	California Medical Services Program presentation	Mar-22	1			X										
Board Direction Given																
1	Commercial solar facilities on agriculturally zoned land	Jun-22	40			X	X					X				
2	Review of left turn lane standards	Jun-22	100			X	X						X			
3	Discussion regarding future use of current jail site	Jan-22	2080			X	X	X		X		X	X			X
4	Development of micro-winery ordinance	Mar-22	175			X	X					X				

If cell is highlighted in green, the original date has been updated by staff



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-333

TO: Board of Supervisors

FROM: David Morrison, Director of Planning, Building, and Environmental Services

REPORT BY: David Morrison, Director of Planning, Building, and Environmental Services

SUBJECT: Drought Update and Request for Direction to Update the County Groundwater Ordinance and Water Availability Analysis Guidelines

RECOMMENDATION

Director of Planning, Building and Environmental Services will provide an update on the current drought and requests the following actions to address the continuing drought emergency:

1. Direct staff to work with stakeholders to revise the Water Availability Analysis (WAA) Guidance document to: incorporate applicable provisions of the Groundwater Sustainability Plan; update the guidelines to reflect recent court decisions regarding the public trust and California Environmental Quality Act (CEQA) review of wells; suspend the water use screening criterion for parcels located on the Napa Valley floor during a drought emergency; and transfer decision making authority under the WAA from the Public Works Department to the Planning, Building, and Environmental Services Department; and
2. Direct staff to work with stakeholders to update Chapter 13.04 (Approved Water Supply Systems); Chapter 13.12 (Wells); and Chapter 13.15 (Groundwater Conservation) of the Napa County Code to: incorporate applicable provisions of the Groundwater Sustainability Plan; update the County Code to reflect recent court decisions regarding the public trust and California Environmental Quality Act (CEQA) review of wells; integrate applicable recommendations of the Groundwater Resources Advisory Committee (GRAC); and make other procedural and process revisions to bring these chapters into greater consistency with the County Code.

EXECUTIVE SUMMARY

Water is fundamental to our health, environment, economy, community, and quality of life. It is also a scarce resource in California, where 40 million people live in a Mediterranean climate. Not surprisingly, water is the most complex and regulated natural resource in the state, with dozens of local, state, and federal agencies involved in its management.

The recent rains have slightly improved the local water situation, but the County remains in a Severe Drought, as determined by the National Drought Mitigation Center. Seasonal weather forecasts do not indicate any relief in the next several months. Without several more inches of rain, Napa would enter a third year of drought. Moreover, long-range experimental forecasts show a possible fourth year of drought extending into the winter of 2023.

Napa County has been involved in water management for over 60 years, and has initiated numerous programs to protect and improve our water supply. However, climate change is having an increasing impact on water availability, affecting individual homes, urban areas, habitat, recreation, agriculture, and businesses. If the current drought continues and/or intensifies, more efforts will need to be done to reduce significant and adverse impacts to the community.

PROCEDURAL REQUIREMENTS

1. Staff report
2. Public comment
3. Motion, second, discussion and vote on the item.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Vibrant and Sustainable Environment

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Water Supply and Demand

As summarized by the Napa County Flood Control and Water Conservation District, local total water supply and demand is fairly complex (see Attachment A). In normal years (the graphic does not reflect drought conditions or water conservation), the largest source is groundwater, providing 47% of all water used in Napa County. Surface water accounts for nearly as much, supplying 45% of total need, divided between imports from the State Water Project at 28% and local reservoirs at 17%. Recycled water makes up the remaining 8%

of supply. In addition, but not shown in the attachment, water is transferred between cities within Napa County and is imported from cities outside of Napa County. Water is also trucked from cities and other sources both within and outside Napa County to local users.

Just as the sources of water are varied, so too are the uses. Homes are the single largest consumer, accounting for 41% of total water use. Agriculture is the second largest category at 39%. The remaining 20% consists of commercial uses (15%) and recreational uses (5%). Environmental uses of water (forests, grasslands, riparian areas, aquatic species, etc.) are not accounted for in the attachment.

The range of sources and supplies mix in a variety of ways. For instance, 86% of the water used by agricultural comes from wells. Another 8% comes from surface water (typically diversions from streams and rivers, or small ponds), while the remaining 4% is provided by recycled water. Rural residential uses are even more dependent on groundwater, which supplies 98% of their needs, with surface water providing the other 2%. In contrast, urban uses rely heavily on surface water for 93% of their supply (65% imported from the State Water Project and 28% from local reservoirs), with 4% coming from recycled water and 2% from groundwater.

With so many different sources and users of water, the responsibility for managing water is similarly diverse. The following is a summary to provide an example of the complexity of water regulations in California and is not an all-inclusive list. A simplified table focusing on local water programs is provided in Attachment B.

Local:

Groundwater is generally the responsibility of counties. The County administers well drilling and wastewater permits, and regulates small drinking water systems. The County also issues permits for erosion control and storm water. Where the Department of Water Resources has identified high and medium priority sub-basins (including the Napa Valley), then groundwater is managed by the Groundwater Sustainability Agency. Municipal water is provided by the four cities and town, as well as the Lake Berryessa Resort Improvement District and the Napa Berryessa Resort Improvement District. The Napa Sanitation District processes wastewater, as do several of the cities, town, and the resort improvement districts. The Napa Flood Control and Water Conservation District manages flood improvements for the lower Napa River, as well as municipal storm water permitting, and purchases from the State Water Project for cities and town.

State:

All surface water in California is governed by the Department of Water Resources, which requires a legal entitlement for diversion and use. Coastal waters are governed by the California Coastal Commission and in the Bay Area also by the San Francisco Bay Conservation and Development Commission. Riverbeds of major waterways are generally owned by the State Lands Commission. Rivers may also be subject to requirements by the Division of Boating and Waterways. Contamination of both surface and ground water is overseen by the State Water Resources Control Board. Riparian areas are subject to regulations by the Department of Fish and

Wildlife. The Department of Health regulates drinking water systems.

Federal:

Federal reservoirs (such as Lake Berryessa) are regulated by the Bureau of Reclamation. Navigable waterways are regulated as waters of the United States by the US Environmental Protection Agency and the Army Corps of Engineers. Where migratory fish species are present, activities are subject to the National Oceanic and Atmospheric Administration. Floodplains are governed by Federal Emergency Management Agency.

Drought Status and Outlook

On May 10, 2021, the California Governor issued a Proclamation of a State of Emergency due to extreme drought conditions, which applied to Napa and 38 other counties. On May 11, 2021, the Napa County Executive Officer declared a Proclamation of Local Emergency in Napa County due to the 2021 drought. On June 8, 2021, the Board of Supervisors adopted a Resolution declaring a Local Emergency due to severe drought conditions, which continues to remain in effect.

On August 17, 2021, the governing Board of the Lake Berryessa Resort Improvement District declared that a water shortage emergency exists throughout the service area of the District due to severe drought conditions and directed the District Engineer to enforce the Drought Response Plan. The emergency declaration remains in effect.

The U.S. Drought Monitor (a coloration between the National Drought Center at the University of Nebraska, the National Oceanic and Atmospheric Administration, and the U.S. Department of Agriculture) has recently upgraded Napa County's status from D4 - Exceptional Drought to Stage D2 - Severe Drought (California | U.S. Drought Monitor (unl.edu)). Severe Droughts are characterized by the following:

- Longer and more intense fire seasons;
- Low reservoir levels;
- Stressed trees;
- Increased water temperature and need for more water release for fish;
- Increased wine country tourism;
- Reduced lake and river tourism;
- Increased water efficiency management; and
- Inadequate grazing land.

The Napa State Hospital rain gauge has recorded 18.06 inches of rain since the current water year began on October 1, 2021 (Daily Summaries Station Details: NAPA STATE HOSPITAL, CA US, GHCND:USC00046074 | Climate Data Online (CDO) | National Climatic Data Center (NCDC) (noaa.gov)). While the past 4 months have been an improvement over recent drier years, the total to date still represent only 66% of the average annual rainfall of 27.5 inches for this location. Other weather stations show a similar picture. The weather station at Carneros (Weather - Napa County UCCE (ucanr.edu)) shows a total of 16.7 inches of rain since September 30, 2021, which is 74% of average annual rainfall for that area. The Oakville station (Weather - Napa County UCCE (ucanr.edu)) shows a total rainfall of 19.31 inches during the same time, which is 54% of average annual rainfall for that area. Generally, we need several inches more of rain in the next few months to avoid having another dry year. However, it is uncertain that we will see much rainfall this spring.

The National Weather Service (NWS) provides a 3-month outlook, updated each month (Climate Prediction Center (noaa.gov)). As of January 20, 2022, the NWS predicts that the drier La Nina weather pattern will continue drought conditions through April 30.

The NWS also provides Experimental Unofficial Long=Lead Forecasts, with Two-Class Probabilities (Climate Prediction Center - Official Long-Lead Forecasts (noaa.gov)). As of January 20, 2022, the model shows that Napa County is predicted to receive average or below-average rainfall through August 2022, with significantly below average rainfall occurring from September 2022 through April 2023. The model also shows significantly above average temperatures from May 2022 through April 2023.

The National Interagency Fire Center is a joint venture of the US Forest Service, Bureau of Land Management, National Forest Service and CalFire to provide fire weather support and forecasts. The seasonal update for December 30, 2021 (2022_January_CA.xlsx (nifc.gov)), shows Napa County as having normal rainfall from January through March of 2022, with drier than normal conditions beginning in April. As a result, they predict a normal potential for fire through April 2022.

The Sierra snowpack is at 100% of normal for January 31, 2022 (Snow Pack Conditions - Snow Water Content Chart (ca.gov)). However, current conditions are only 60% of the levels normal for April 1. So if there is no additional snow in the next months, we will be substantially below normal for the year.

State reservoirs vary, but generally are below normal for January 31, 2022 (MAJOR WATER SUPPLY RESERVOIRS (ca.gov)). Shasta Lake, the largest water supplier, is at 55% of the historical average. Oroville, the second largest, is at 80%. For the other three large reservoirs, Trinity Lake is at 49%; New Melones Lake is at 71%; and San Luis Reservoir is at 59%. Collectively, these five reservoirs represent about 65% of the storage capacity in the State water system. Overall, including Federal reservoirs and natural lakes, California is at 72% of normal water supply storage.

On December 1, 2021, the Department of Water Resources (DWR) issued a Notice to State years coupled with the elevated risk of continuing drought conditions, DWR) will be allocating the initial 2022 SWP available supplies to ensure that long-term water supply contractors can meet their outstanding minimum human health and safety demands for water. Health and safety needs are defined as not more than 55 gallons of water per capita per day (gpcd), consistent with the recent State Water Resources Control Board (SWRCB) emergency curtailment regulations. SWP water will be allocated based on the unmet needs of contractors; if there are available alternate water supplies, then those supplies shall be used before SWP water is allocated.

On January 20, 2022, the Department of Water Resources (DWR) issued a Notice to State Water Contractors indicating that the State Water Project will increase the delivery for most contractors from 0% to 15%. Because the local contractor (Napa County Flood Control and Water Conservation District) is located north of the Delta, it will receive 25%

As of January 31, 2022, local reservoirs are in much better shape than the State reservoirs:

- Hennessey - 88% total capacity
- Milliken - 100% total capacity
- Kimball - 97% total capacity
- Bell Canyon - 97% capacity
- Rector - 100% total capacity

The Napa County Groundwater Sustainability Agency (GSA) Annual Report for 2021 is expected to be presented to the GSA on March 22, 2022. The data and information is still being analyzed and evaluated. Preliminarily, it appears that total estimated groundwater storage decreased approximately 35,000 acre-feet between 2019 and 2021, or about 16%. Early data also indicates that 32% of the 100 wells in the Napa Valley sub-basin monitoring network were at their lowest recorded groundwater levels in 2020.

The County does not have a comprehensive count of the total number of existing water wells. Well regulation has only been required for the past 50 years. For more than a century before, people dug and constructed wells without any County review or approval. Staff has made a very general estimate of over 15,000 wells in the unincorporated area, based on land use, aerial photos, and Assessor data. Using the same technique, staff has a general estimate of 3,500 wells within the Napa Valley sub-basin administered by the GSA.

The number of well permits was much higher in 2021 than it was in 2021. For 2021, Napa County saw a decrease in the total number of water wells. There were 102 new wells permitted, but 159 wells were

destroyed, for a net loss of 57. Attachment C provides a map showing the 150 parcels where well permits were issued in both 2020 and 2021. As the map shows, there does not appear to be a concentration or pattern of well permitting, with sites located throughout the County. Of the 150 parcels, 23% are located within the Napa Valley sub-basin, under GSA management, with 77% within the remainder of the unincorporated area.

Current County Actions

The following is a brief overview of some of the various water programs that Napa County is currently engaged in to manage and protect water supplies.

Groundwater Sustainability Plan

The Sustainable Groundwater Management Act (SGMA) enacted in 2014, established a new statewide framework for groundwater sustainability. SGMA requires the implementation of sustainable groundwater management for groundwater basins or sub-basins designated by the Department of Water Resources (DWR) as medium priority or high priority. For medium and high priority basins, SGMA requires that one or more local agencies form groundwater sustainability agencies (GSAs) and that those GSAs adopt groundwater sustainability plans (GSPs) by January 31, 2022.

The Napa Valley sub-basin was re-designated as a high priority basin in 2019, due to revised population estimates, the number of wells, and water quality. As a result, in December of 2019, Napa County formed a GSA and in February of 2020, notified DWR of its intent to prepare a GSA. The GSP was adopted in January 2022 and was submitted to DWR later that same month.

The GSP has a 50-year planning horizon with the goal of establishing sustainability within 20 years. The plan established sustainable management criteria for six key indicators, defining specific metrics for each indicator indicating the potential for undesirable impacts and a range of actions to reduce the potential impact. The GSP also adopted thresholds for each of the indicators determining when an undesirable effect has occurred.

Drought and Water Shortage Task Force

This is a new State mandate, which was required in 2021 by Senate Bill 552 (Hertzberg), as codified in California Water Code Section 10609.50 et al. All counties in California are required to establish a standing Drought and Water Shortage Task Force by January 1, 2022. The purpose of the Task Force is to develop a plan that provides interim and long-term solutions for state small water systems and domestic wells affected by drought and water shortage throughout the unincorporated area. The plan may be a stand-alone document or

may be included as an element in an existing county plan. The plan shall consider, at a minimum, all of the following:

- Consolidations for existing water systems and domestic wells;
- Domestic well drinking water mitigation programs;
- Provision of emergency and interim drinking water solutions;
- An analysis of the steps necessary to implement the plan; and
- An analysis of local, state, and federal funding sources available to implement the plan.

On December 13, 2021, the Board of Supervisors created the Drought and Water Shortage Task Force, to include the members of the Watershed Information and Conservation Council (WICC), as well as additional appointees as required under the legislation. In developing this new plan, staff will be looking to the recommendations prepared by the DWR in March of 2021 (Part 1 - Recommendations for Drought and Water Shortage Contingency Plans (ca.gov)).

Drought Contingency Plan

The Napa Valley Drought Contingency Plan (DCP) is a voluntary planning effort focused on improving long-term water supply reliability for local water supply agencies. The current DCP was prepared by a collaboration of Napa County; Napa Sanitation District; the Cities of Calistoga, St. Helena, Napa, and American Canyon; and the Town of Yountville.

The DCP was developed as part of the U.S. Bureau of Reclamation's drought response program which aims to help local water supply agencies better understand and prepare for droughts and mitigate drought impacts. Completion of the DCP provides the opportunity for agencies to competitively compete for future implementation funding for drought resiliency projects described in the DCP.

Joint Surface Water Monitoring Study

In 2019, the City and County of Napa entered into an agreement to study surface water quality within the municipal watersheds of the reservoirs that provide the City with the majority of its drinking water. The study is intended to provide detailed and comprehensive data that can be used by both jurisdictions to improve reservoir and land use management and better protect the public water supply.

The Study calls for collecting water quality samples from 20 locations along streams that flow into Milliken and Hennessey reservoirs. Samples are collected during storm events throughout the winter months and analyzed for nearly 30 different constituents. The 2019 agreement commits the City and County to each spend up to \$200,000 annually over three years to conduct this Study, for a total cost of \$1.2 million. The agreement is currently set to expire in July of 2022.

Samples have been collected over the past three years. The last three years have been very dry and there have been infrequent storms where measurements could be collected, so there are limited data. Last year, there was insufficient flow at half of the monitoring sites for Hennessey Reservoir tributaries to take samples. However, the storms in the last three months of 2021 were very good in terms of begin able to take samples at most of the monitoring locations. The data from those sites is still being analyzed.

As was noted when the City and County entered into the agreement, it will take 5 to 10 years of data to identify any significant issues and/or trends. It takes multiple data points during both high and low runoff conditions to be able to determine what erosion is occurring naturally compared to erosion caused by land use. At this preliminary stage, there are sites in the upper reaches of the watershed that are being more closely monitored, but nothing significant to date has been noted where streams enter the reservoirs.

Local Enforcement of State Water Conservation Order

On January 4, 2022, the State Water Resources Control Board (SWRCB) adopted an emergency regulation to prohibit wasteful water use practices statewide. The regulation went into effect on January 18, 2022 (Water Conservation Portal - Emergency Conservation Regulation | California State Water Resources Control Board). Wasteful water use practices include:

- Applying potable water to outdoor landscapes such that incidental runoff flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- Washing a motor vehicle with a hose that does not have a shut-off nozzle or similar device;
- Using potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except where health and safety are at risk;
- Using potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;
- Using potable water for decorative fountains, lakes or ponds, except for those features that use pumps to recirculate water and only require refilling to replace evaporative losses;
- Watering turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain; and

- Using potable water for the irrigation of ornamental turf on public street medians.

In addition to being enforceable by the SWRCB, any local agency, City, or County that has authority to enforce infractions may enforce these prohibitions at their discretion. The regulation allows local government/agencies to enforce, but does not direct how they use their enforcement resources. The regulation does not make water waste infractions a priority over other infractions, nor does it require any specific action. Enforcement may include warning letters, mandatory water use audits (for large commercial or institutional properties), and fines (up to \$500 per day).

Enforcing jurisdictions are encouraged to provide one or more warnings, to consider peoples' ability to pay, to consider payment plans of at least 12 months without a tax lien, and to not cause peoples' water service to be shut off for nonpayment. The SWRCB also encourages agencies to provide assistance to disadvantaged communities, including translation of water conservation announcements into various languages.

Water Availability Analysis Guidelines

The purpose of the Water Availability Analysis (WAA), is to provide guidance and a procedure to assist county staff, decision makers, applicants, neighbors, and other interested parties to determine whether a project would substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (Attachment-D---Water-Availability-Analysis-Guidelines-5-12-15-PDF (countyofnapa.org)). The WAA is not an ordinance, is not prescriptive, and project specific conditions may require more, less, or different analysis in order to meet the requirements of the California Environmental Quality Act (CEQA). However, the WAA is used procedurally as the baseline of analysis for any given discretionary project.

A Water Availability Analysis is administered by the County Public Works Department and is required for any discretionary project that would use groundwater or would increase the existing use of groundwater of any parcel through an existing, improved, or new water supply system. It is most commonly used for discretionary development applications using groundwater, such as wineries and commercial uses. A WAA is not generally required for non-discretionary ("ministerial") projects, such as building permits, single family homes, track II vineyard replants, except where a discretionary Groundwater Permit is required by the County Groundwater Conservation Ordinance when projects are located in the Milliken-Sarco-Tulocay (MST) area.

The WAA is structured around three tiers of analysis. Tier 1 is the lowest level of review and is used to evaluate potential impacts to groundwater levels. Projects on the Napa Valley floor qualify where they can demonstrate that they will use no more than 1 acre-foot of water for every acre within the parcel where the project is located. Projects in the MST area qualify if they can show water use of 0.3 acre-feet per acre, or no net increase over existing conditions, whichever is less. Projects outside the Valley floor and MST area can qualify for Tier 1 if they can show that water use would be less than the amount of estimated recharge for that

specific parcel.

Tier 2 analysis is used to evaluate potential impacts to nearby water sources. It is required when proposed well use is located within 500 feet of a well on a neighboring property or within 1,500 feet of a spring.

Tier 3 analysis is used to evaluate potential impacts to surface water levels in nearby streams or watercourses. It is required based on a number of criteria, including the distance from the waterway, aquifer hydraulic conductivity, surface seal depth of the well, depth of uppermost well perforations, and pumping rate.

Groundwater Resources Advisory Committee (GRAC)

In 2009 Napa County began a comprehensive study of its groundwater resources to meet identified action items in the County's 2008 General Plan update. The study emphasized developing a sound understanding of groundwater conditions and implementing an expanded groundwater monitoring and data management program as a foundation for integrated water resources planning and dissemination of water resources information.

Following public workshops and with support by the Watershed Information Center and Conservancy (WICC), the Board of Supervisors created the GRAC in June 2011.

The GRAC made several recommendations (Item-9b-Final-Update-on-the-Conclusions-and-Recommendations-of-the-Groundwater-Advisory-Committee-PDF (countyofnapa.org)). They emphasized the need for public education and outreach to further water conservation. Revisions were recommended to the Water Availability Analysis Guidelines, regarding Tier 1 and 2 evaluations. It was recommended that the groundwater monitoring network be expanded and a groundwater monitoring plan be adopted to further knowledge about the aquifer and how it is affected by new well development and use. Finally, the GRAC recommended changes be made to improve the County Groundwater Ordinance.

Recent Court Cases

Two court cases in the past three years have affected groundwater regulation by California counties. First, in the case of "Protecting our Water and Environmental Resources v. County of Stanislaus," the Fifth Appellate Court ruled on August 27, 2020, that Stanislaus County's well permit ordinances requires the use of judgment in their implementation. When that discretion is exercised, well permits cannot be considered as ministerial and exempt from the California Environmental Quality Act (CEQA). In particular, the Court cited standards referenced in the ordinances that the agency must evaluate the site conditions and increase or decrease minimum setbacks from contamination sources based on those circumstances. The Court recognized that analyzing each individual permit may reveal that many of the projects can be classified as ministerial

individually, but this must be done on a case-by-case basis, and not by permit category.

Second, the Third Appellate District published its opinion on August 29, 2018, in *Environmental Law Foundation v. State Water Resources Control Board* (“ELF”), a case involving a challenge to Siskiyou County’s (“County”) issuance of well permits in the vicinity of the Scott River, a navigable waterway. The decision ruled that the public trust doctrine applies to the extraction of groundwater if the extraction will adversely impact a navigable waterway. The court also determined that the 2014 Sustainable Groundwater Management Act (SGMA) did not satisfy the County’s responsibility under common law to consider public trust interests before allowing groundwater extractions that could potentially harm a navigable waterway.

Staff recommends that the Board of Supervisors take the following actions:

1. Direct staff to work with stakeholders to revise the Water Availability Analysis (WAA) Guidance document to: incorporate applicable provisions of the Groundwater Sustainability Plan; update the guidelines to reflect recent court decisions regarding the public trust and California Environmental Quality Act (CEQA) review of wells; suspend the Tier I water use screening criterion during a drought emergency and require Tier II analysis for groundwater use on parcels located on the Napa Valley floor; and transfer decision making authority under the WAA from the Public Works Department to the Planning, Building, and Environmental Services Department.
2. Direct staff to work with stakeholder to update Chapter 13.04 (Approved Water Supply Systems); Chapter 13.12 (Wells); and Chapter 13.15 (Groundwater Conservation) of the Napa County Code to: incorporate applicable provisions of the Groundwater Sustainability Plan; update the County Code to reflect recent court decisions regarding the public trust and California Environmental Quality Act (CEQA) review of wells; integrate applicable recommendations of the Groundwater Resources Advisory Committee (GRAC); and make other procedural and process revisions to bring these chapters into greater consistency with the County Code.

WATER SUPPLY AND USAGE

Where does your water come from?

Note

Data presented here are provisional for illustration purposes and subject to revision.

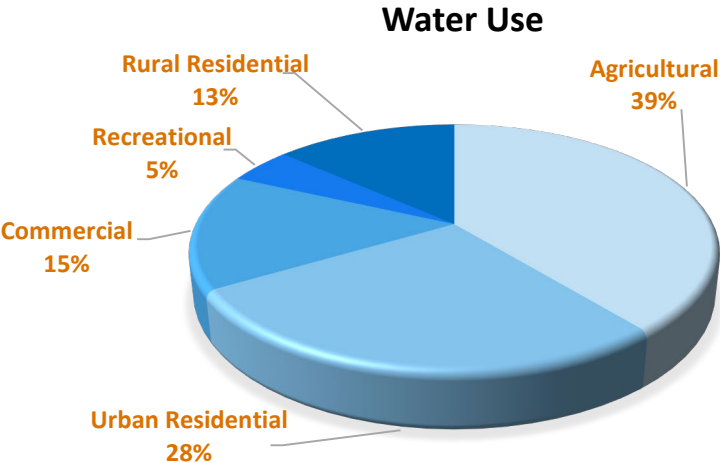
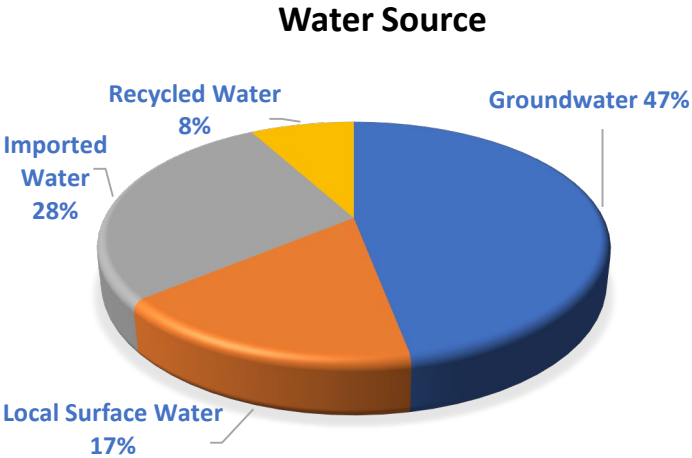
Legend

Water Supply Facilities

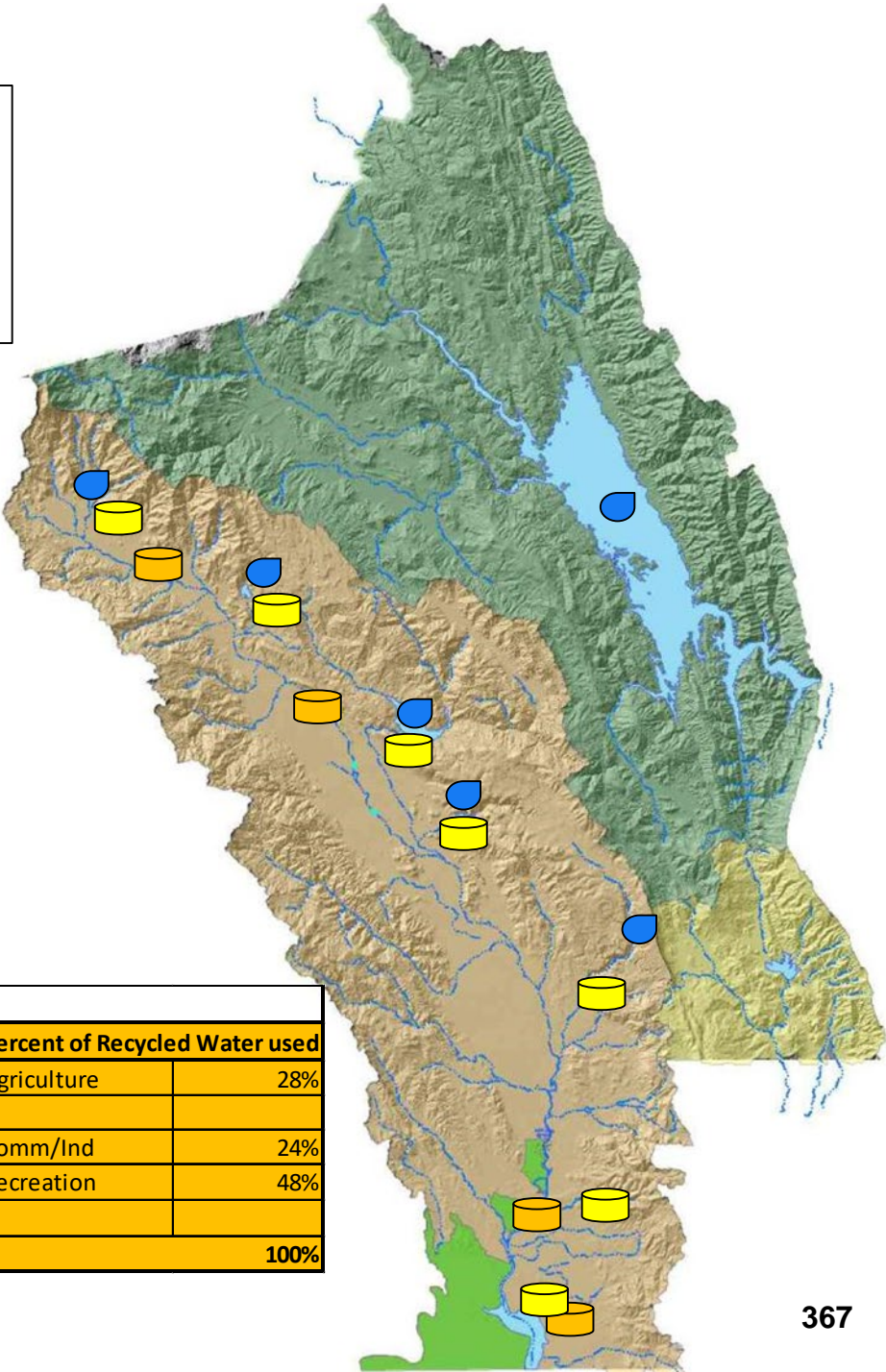
Surface Water Reservoir

Water Treatment Plant

Wastewater Recycling Plant



		Water Use							
Water Source		Percent of Groundwater used		Percent of surface water used		Percent of Imported Water used		Percent of Recycled Water used	
Groundwater	47%	Agriculture	71%	Agriculture	19%			Agriculture	28%
Local/Surface water	17%	Urban Res	2%	Urban Res	47%	Urban Res	67%		
Imported water	27%			Comm/Ind	23%	Comm/Ind	33%	Comm/Ind	24%
Recycled	9%			Recreation	8%			Recreation	48%
		Rural Res	27%	Rural Res	3%				
Total	100%		100%		100%		100%		100%



Program	Responsible Agency	Other Agencies	Mandated
State Water Project Contract	Flood Control District	City of American Canyon, City of Napa, City of Calistoga	No
Groundwater Sustainability Plan	Groundwater Sustainability Agency	Department of Water Resources	Yes
Drought and Water Shortage Task Force	Napa County	Department of Water Resources	Yes
Drought Contingency Plan	Napa County, City of American Canyon, City of Calistoga, City of Napa, City of St. Helena, Town of Yountville, Napa Sanitation District, Sonoma County	US Bureau of Reclamation	No, but required to secure competitive grants and funding
Joint Surface Water Quality Monitoring	City of Napa and Napa County		No
State Water Conservation Order	Napa County, City of American Canyon, City of Calistoga, City of Napa, City of St. Helena, Town of Yountville	Governor's Office, Department of Water Resources	Optional



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-281

TO: Board of Supervisors
FROM: Minh C. Tran - County Executive Officer
REPORT BY: Neha Hoskins - Clerk of the Board
SUBJECT: Presentation by Public Health Officer

RECOMMENDATION

SET MATTER 9:05 A.M.

Presentation by Dr. Karen Relucio, the County's Public Health Officer and discussion regarding the Coronavirus (COVID-19) situation, for Board direction and possible action.

EXECUTIVE SUMMARY

Dr. Relucio will provide the latest information available on the Coronavirus (COVID-19) situation and provide an opportunity for discussion and will answer related questions, for Board direction and possible action.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Healthy, Safe, and Welcoming Place to Live, Work, and Visit

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

BACKGROUND AND DISCUSSION

Dr. Relucio will provide the latest information available on the Coronavirus (COVID-19) situation and provide

an opportunity for discussion and will answer related questions.

COVID-19 (SARS-CoV-2) UPDATES

February 8, 2022

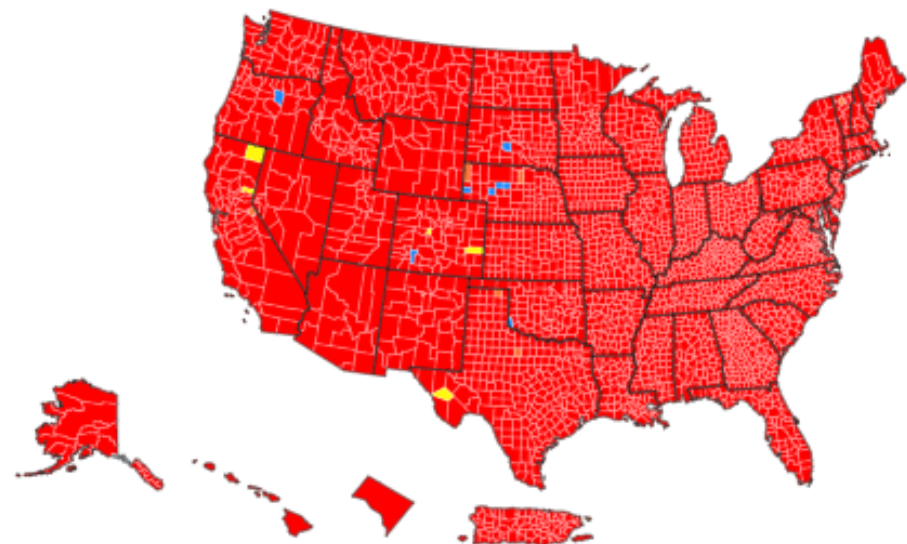
*Karen Relucio, MD
Public Health Officer
Deputy Director of HHSA*



NAPA COUNTY
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CDC COMMUNITY TRANSMISSION MAP



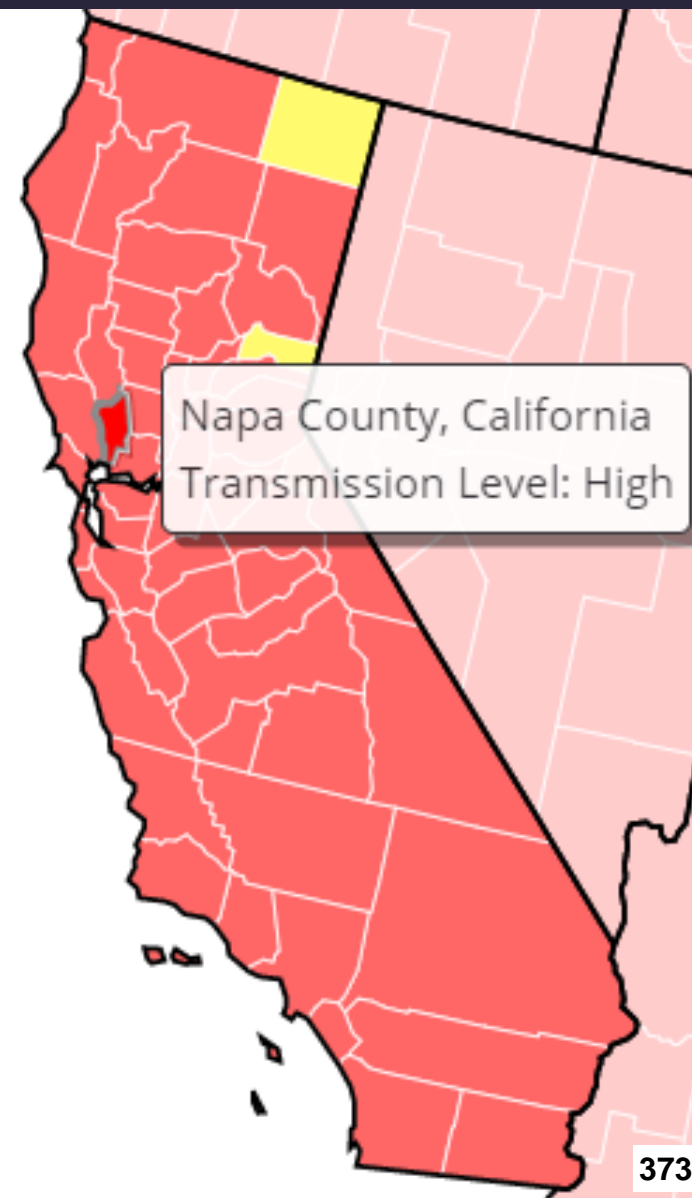
Community Transmission in US by County

	Total	Percent	% Change
High	3198	99.26%	-0.5%
Substantial	8	0.25%	0.22%
Moderate	5	0.16%	0.09%
Low	9	0.28%	0.12%

[How is community transmission calculated?](#)

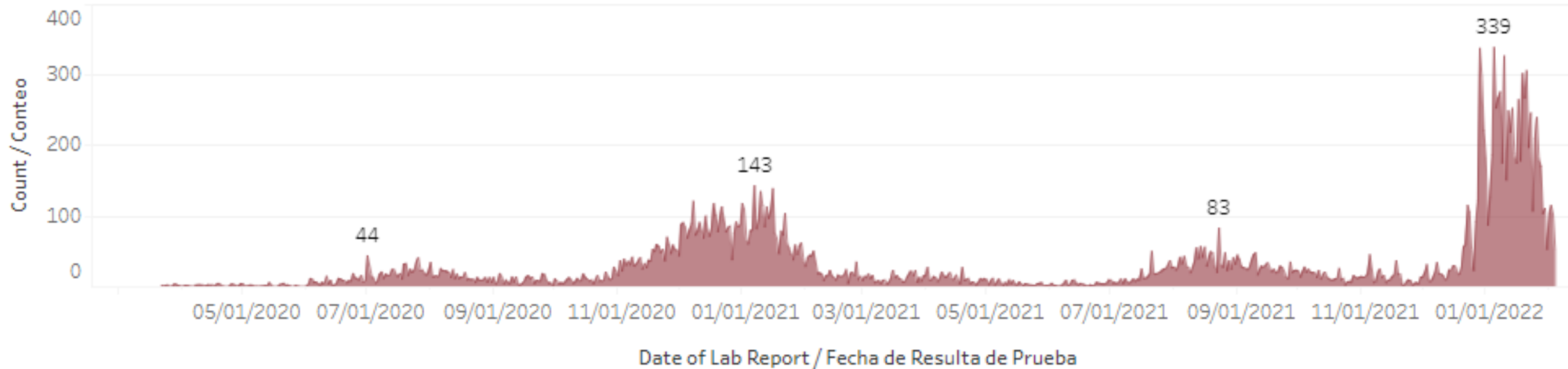
● High ● Substantial ● Moderate ● Low ● No Data

Current 7-days is Mon Jan 31 2022 - Sun Feb 06 2022 for case rate and Sat Jan 29 2022 - Fri Feb 04 2022 for percent positivity. The percent change in counties at each level of transmission is the absolute change compared to the previous 7-day period.



DAILY CASE COUNTS

Cases per Day / Casos por Día



NAPA COUNTY
Health & Human
Services Agency

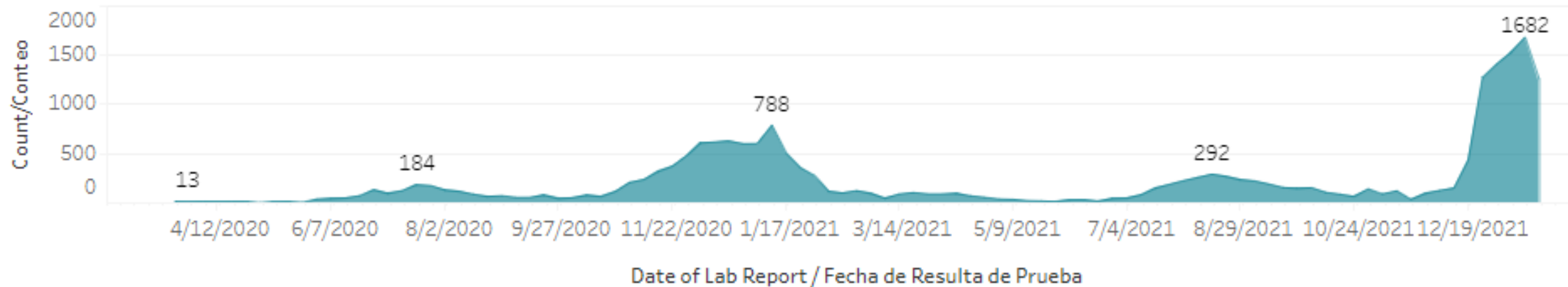


WEEKLY CASE TRENDS

Monthly Summary / Resumen Mensual

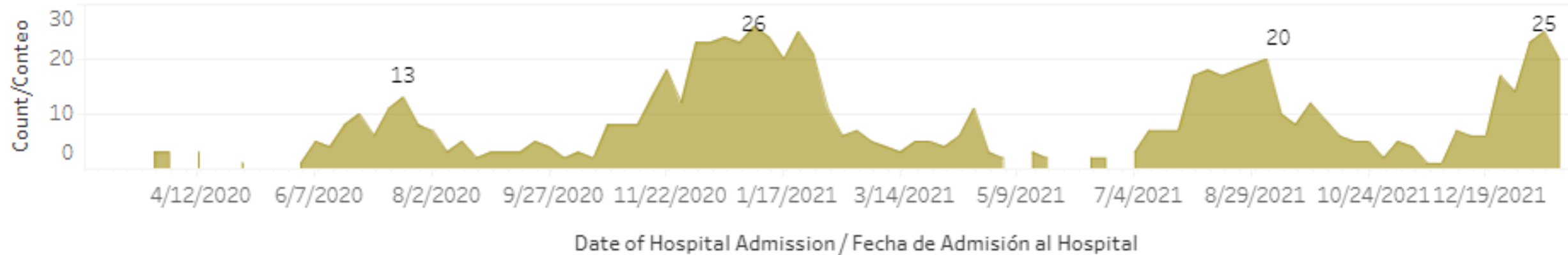
	Cases / Casos	Hospitalizations / Hospitalizaciones	Deaths / Muertes
November	406 ▼13%	12 ▼61%	2 ▼67%
December	1871 ▲361%	31 ▲158%	1 ▼50%
January	6211 ▲232%	90 ▲190%	8 ▲700%

Timeline of Cases by Week / Cronología de Casos por Semana



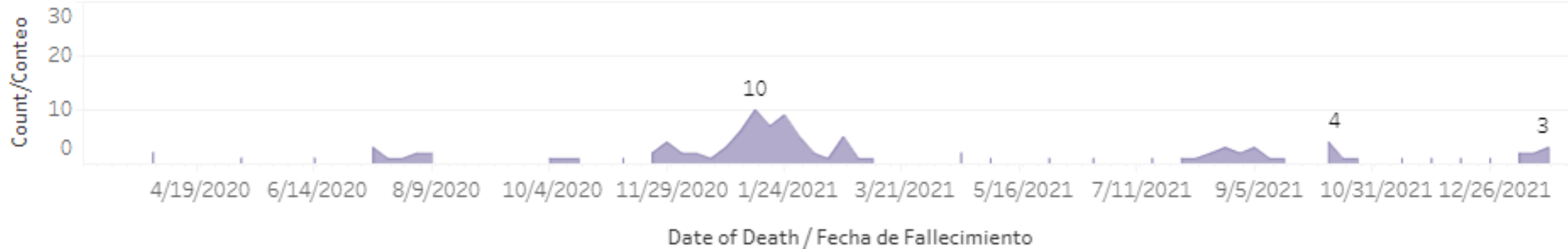
HOSPITALIZATION TRENDS

Timeline of Hospitalizations by Week / *Cronología de Hospitalizaciones por Semana*



DEATH TRENDS

Timeline of Deaths by Week / *Cronología de Muertes por Semana*



POST BLUEPRINT METRICS

Measures	CDPH Estimates for Napa
New Cases per 100,000 population per day 7-day average	97.6
Testing positivity 7-day average	16.2%
Health equity testing positivity	24.8%

Napa County COVID-19 Response Snapshot

Respuesta al COVID-19 - Resumen del Condado de Napa

Week of / Semana de: 1/30/2022 - 2/5/2022

Epidemiological Stability Estabilidad Epidemiológica



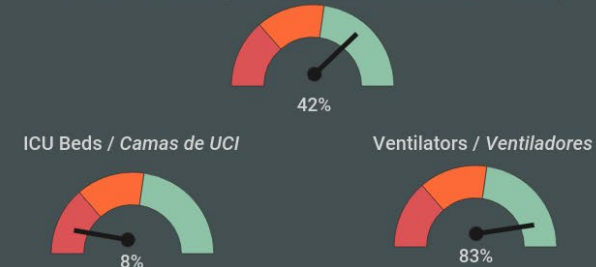
Case doubling time / Tiempo Para Alcanzar La Duplicación En Casos



Hospital Capacity / Capacidad de los Hospitales

Average* daily bed and medical device availability
Promedio de disponibilidad diaria de camas y equipo médico

Total Beds (including Med Surge)
No. total de camas (incluyendo durante sobrecarga médica)



*7-Day average / Promedio de 7 días

*Previous week's data may change due to a lag in reporting / Los datos de la semana anterior pueden cambiar debido a un retraso en los informes.

Source/Fuente: Napa County Public Health, CA Department of Public Health, CA Emergency Medical Systems

Disease Severity Gravedad de la Enfermedad

Hospitalizations Hospitalizaciones^



Metric: Deaths/Muertes^



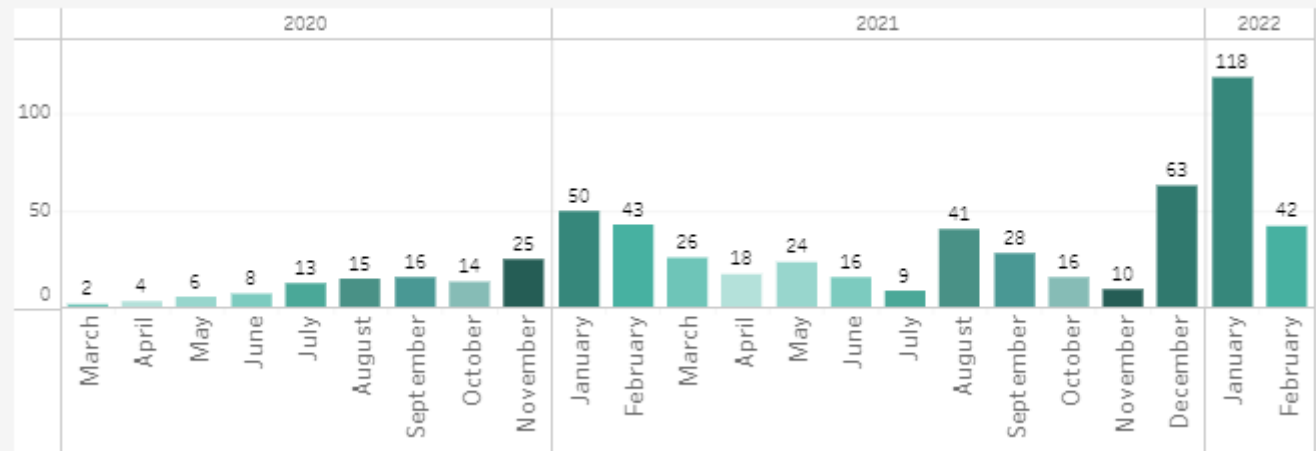
NAPA COUNTY
Health & Human
Services Agency



OUTBREAKS

We are no longer reporting school outbreaks or exposures due to the high volume of cases and the challenges in reporting them to PH.

Active Outbreaks per month/*Brotos activos por mes*



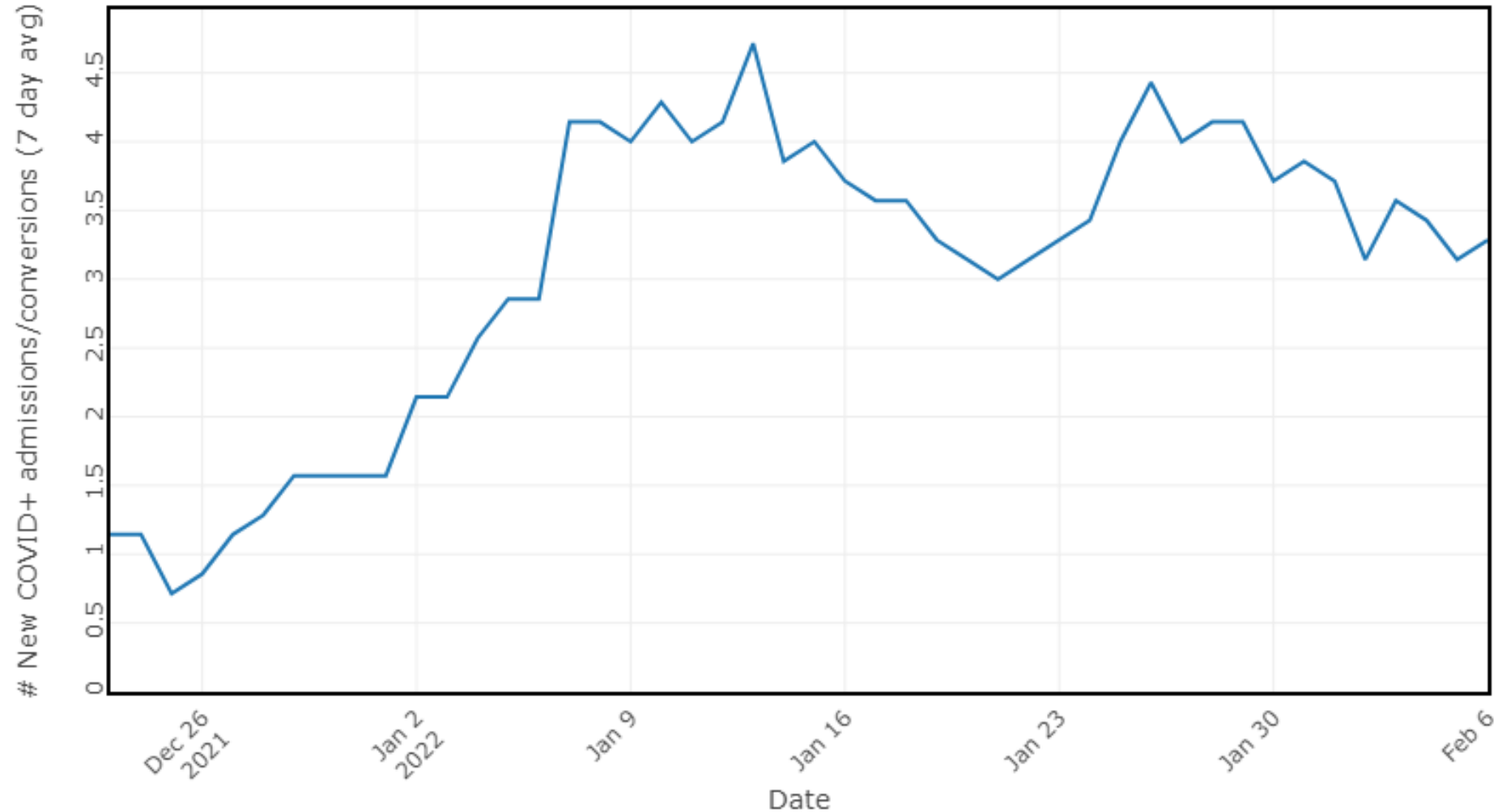
Current Outbreaks/*Brotos actuales*

	Closed	Open	Grand Total
Congregate setting/ Entorno de vivienda agrupada	51	27	78
Workplace/ Entorno laboral	146	17	163



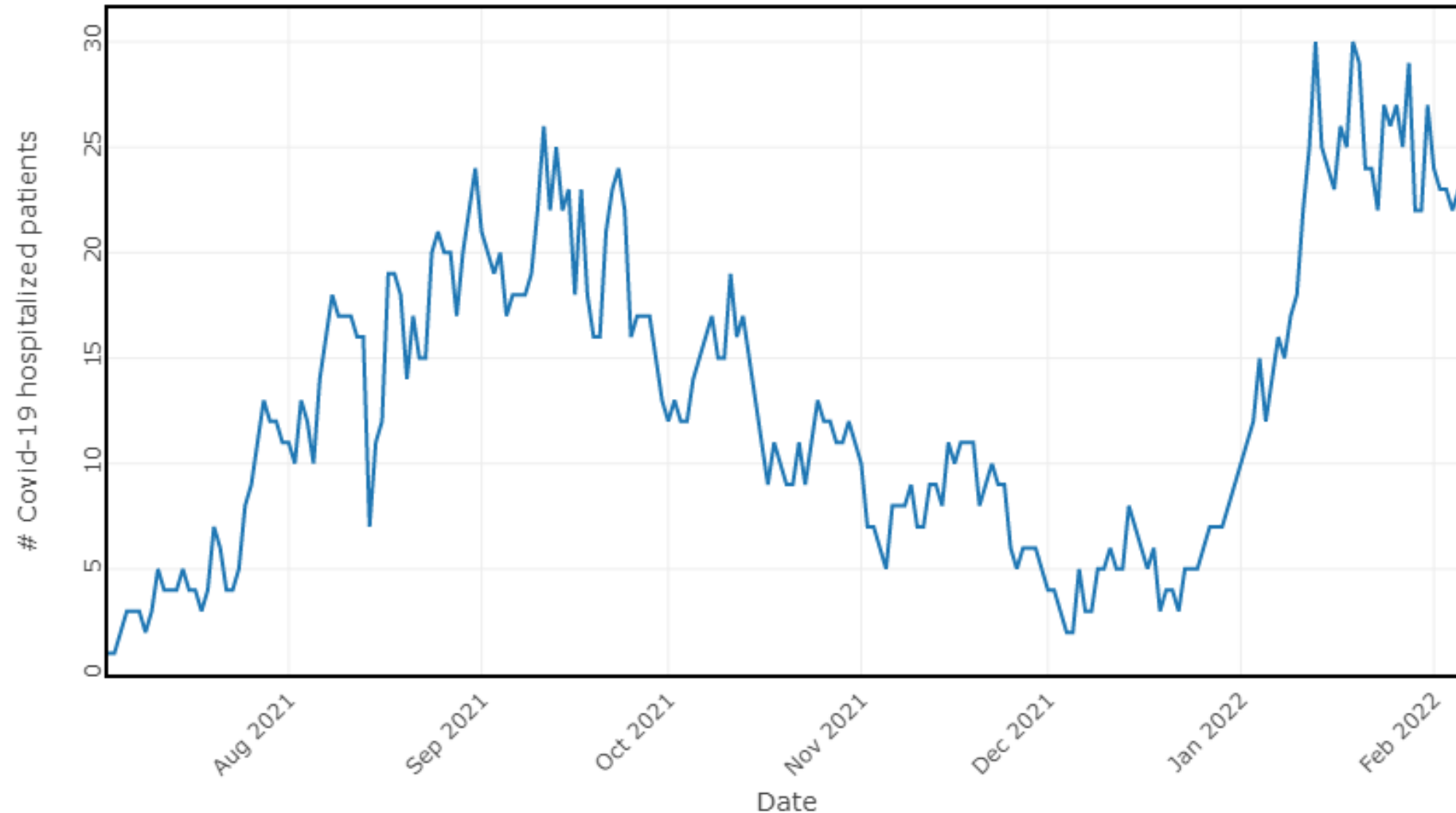
NEW HOSPITAL ADMISSIONS

New hospital admissions/conversions (7 day avg) for Napa



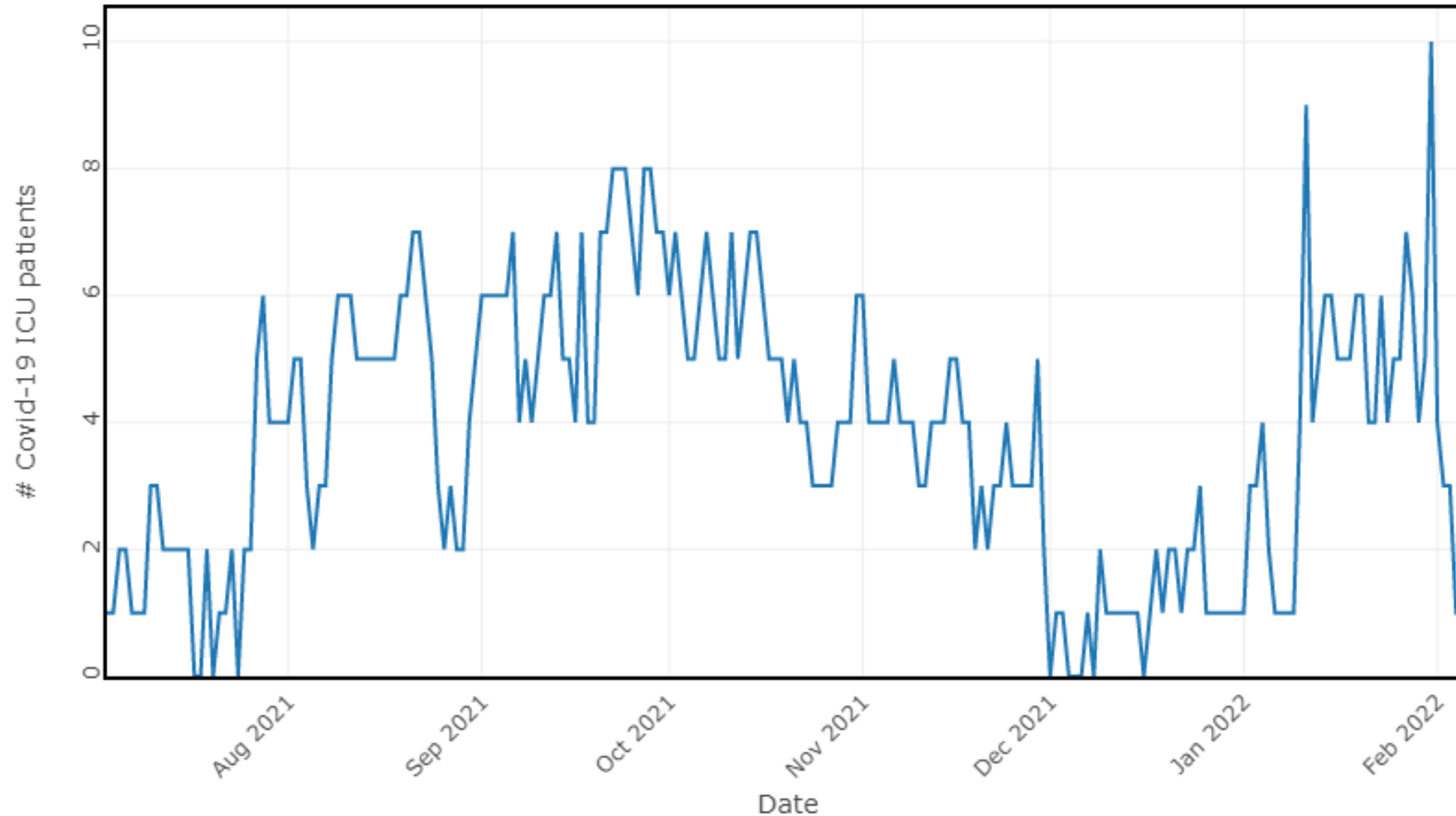
HOSPITALIZED PATIENTS THAT ARE COVID+

of hospitalized patients that are COVID+ for
Napa



ADULT ICU PATIENTS THAT ARE COVID+

of adult ICU patients that are COVID+ for Napa



New Admissions (last 7 days) 21

Rate of New Admissions per 100 beds 16.99 (last 7 days)

Rate of New Admissions per 100k people (last 7 days) 15.25

% Change (last 7 days) -27.59

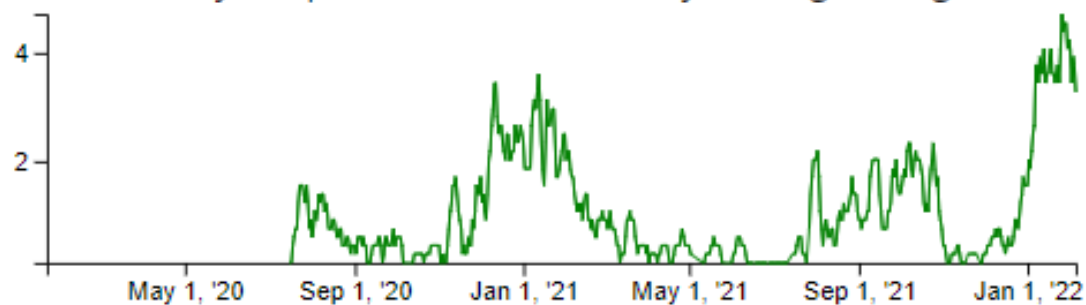
% Beds Used (last 7 days) 17.11

% Change (last 7 days) -1.55

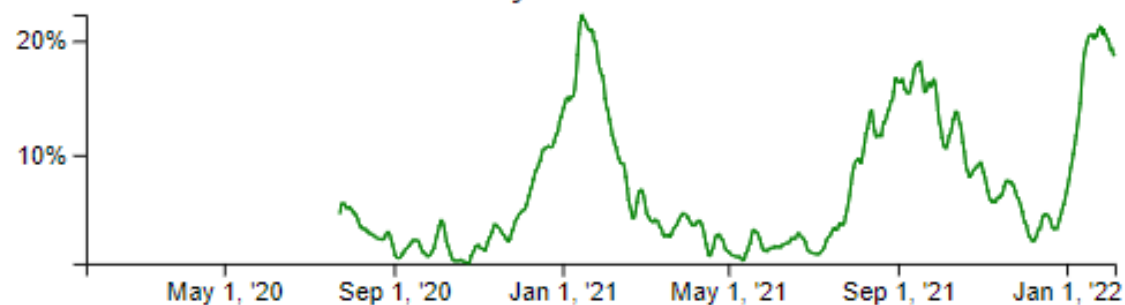
% ICU Beds Used (last 7 days) 20.77

% Change (last 7 days) -5.85

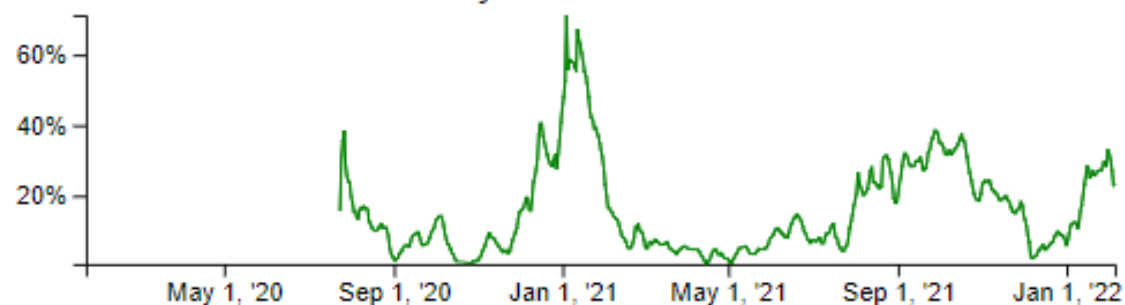
Daily Hospital Admissions - 7-Day Moving Average



Daily % Beds Used



Daily % ICU Beds Used



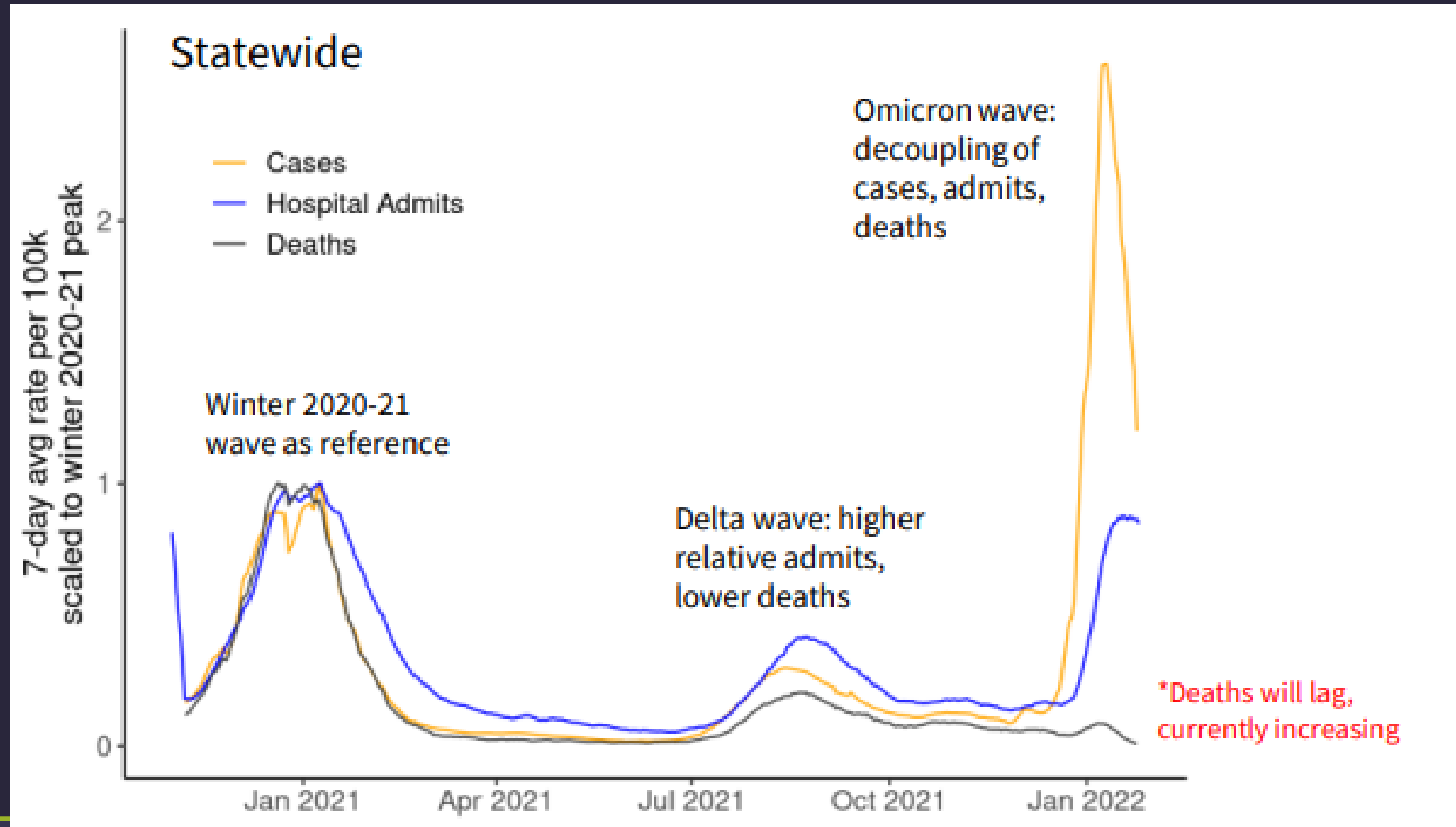
HOSPITAL UTILIZATION: CDC



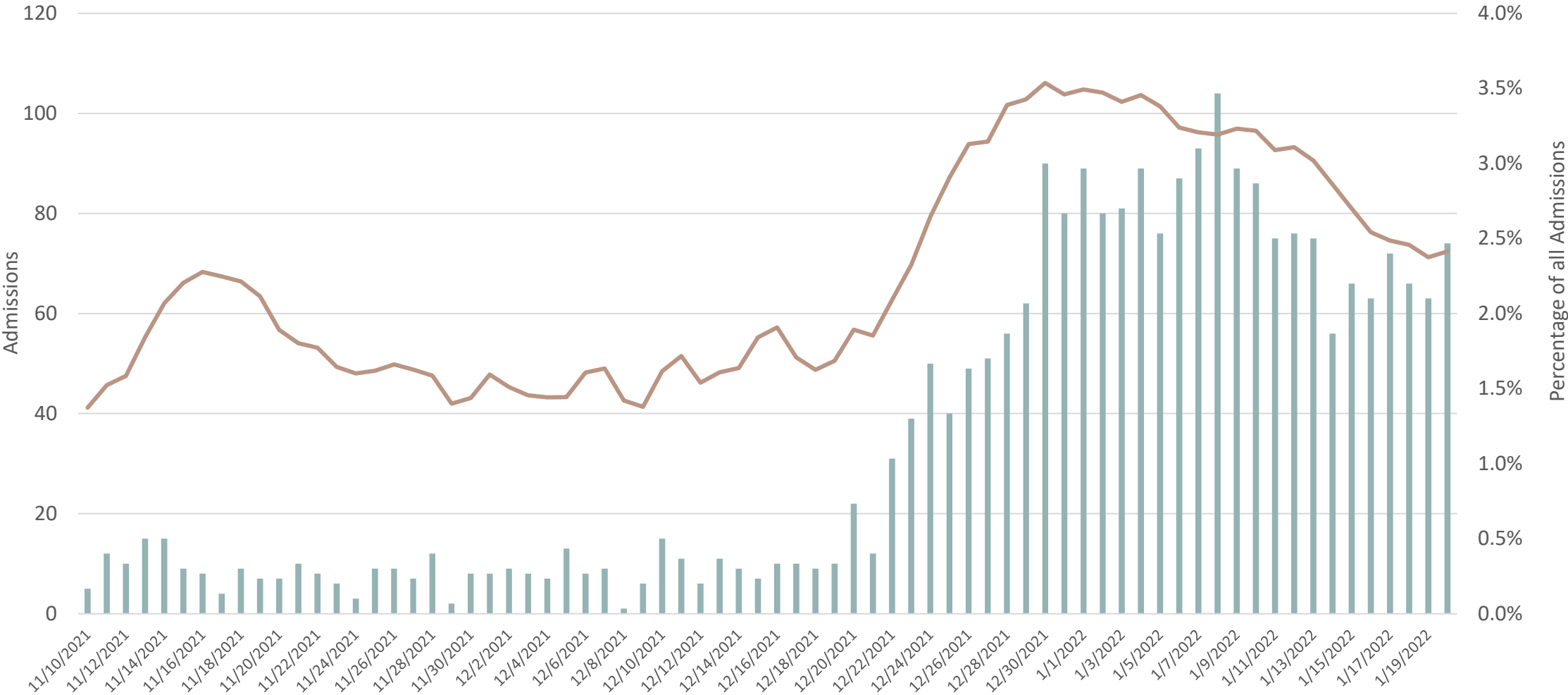
NAPA COUNTY
Health & Human
Services Agency



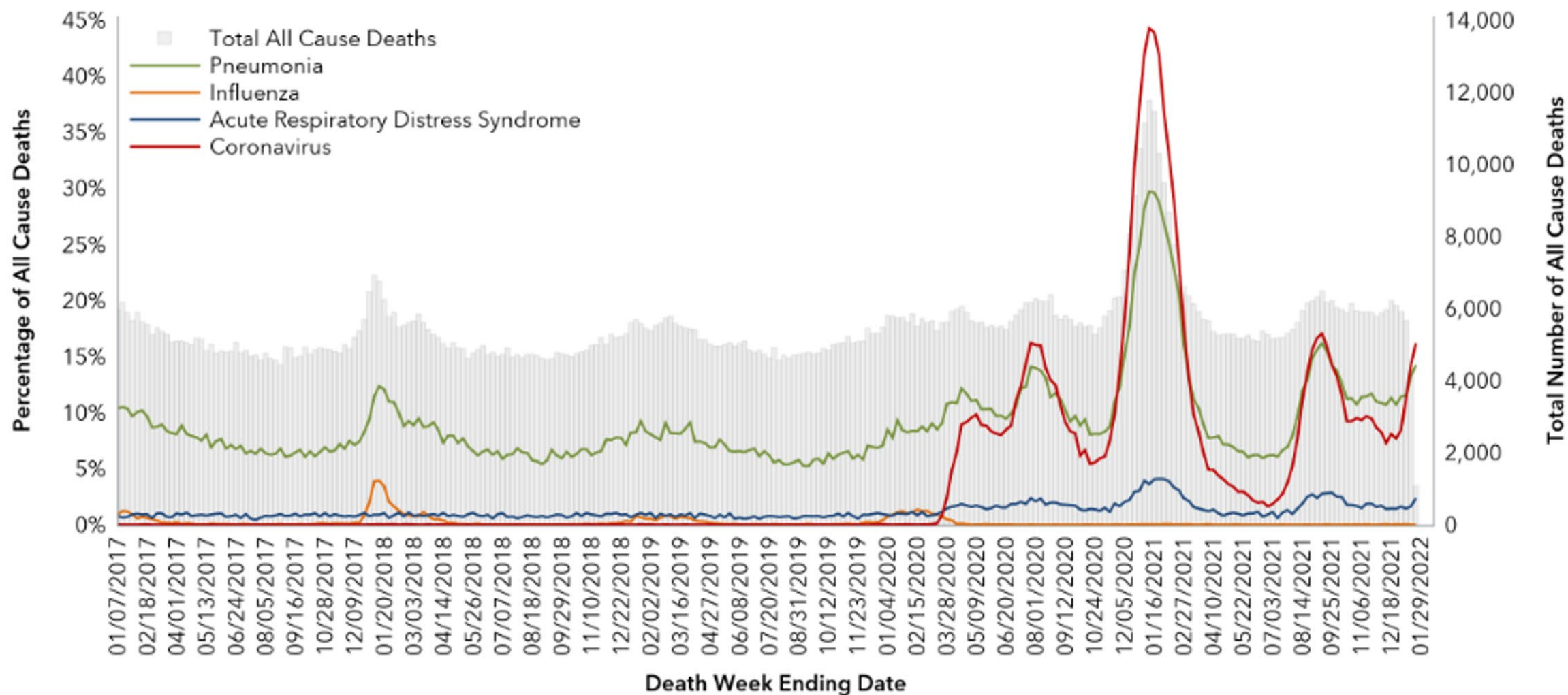
DECOUPLING OF HOSPITAL ADMISSIONS AND DEATHS



Daily COVID+ Admissions in Children Aged 0-17 Years, California



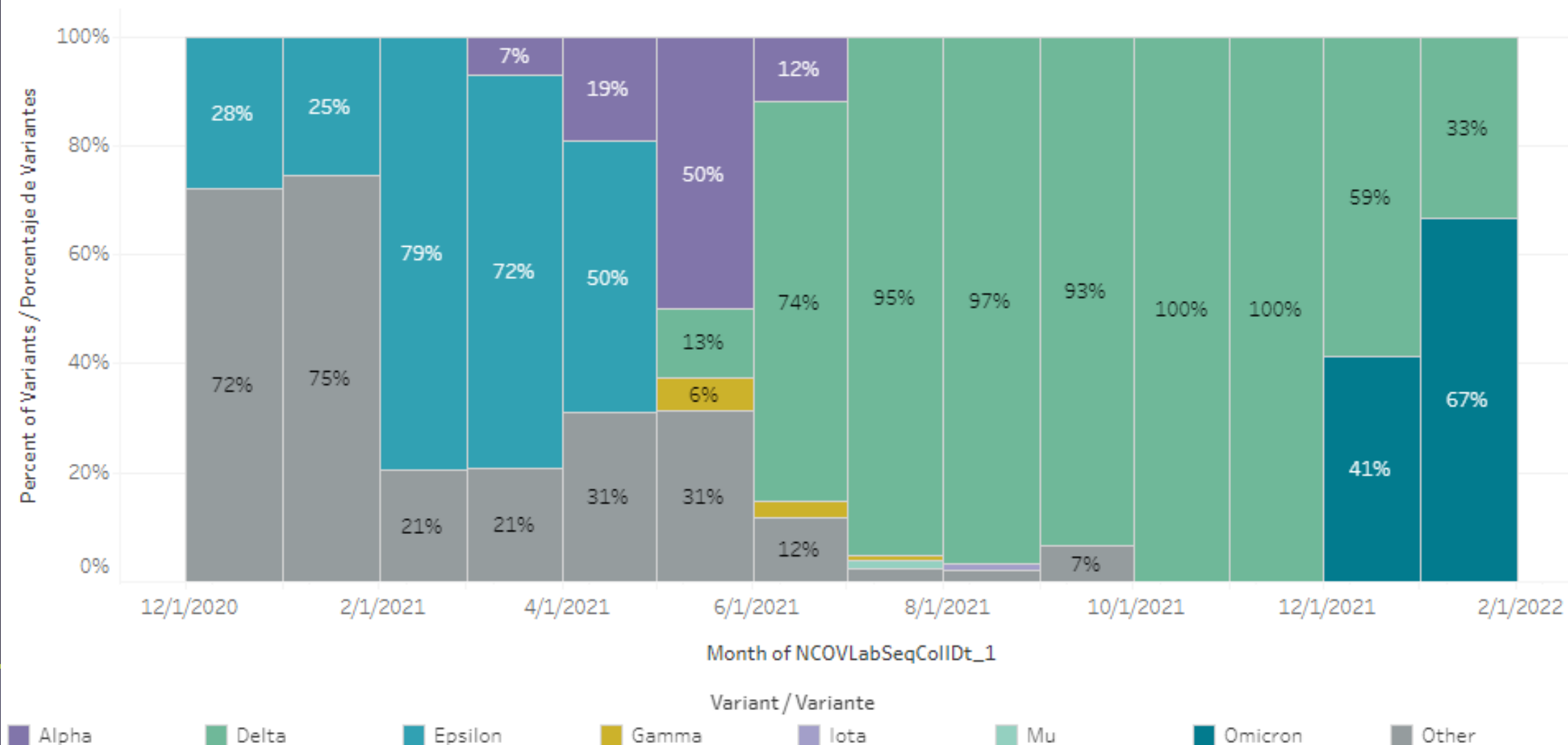
Percentage of Deaths with Pneumonia, Influenza, Acute Respiratory Distress Syndrome (ARDS), and Coronavirus (including COVID-19) Anywhere on the Death Certificate*



*Reporting lag is approximately 2 weeks. Data are provisional and subject to change.

VARIANTS IN NAPA COUNTY

Variants by Month / *Variantes por Mes*

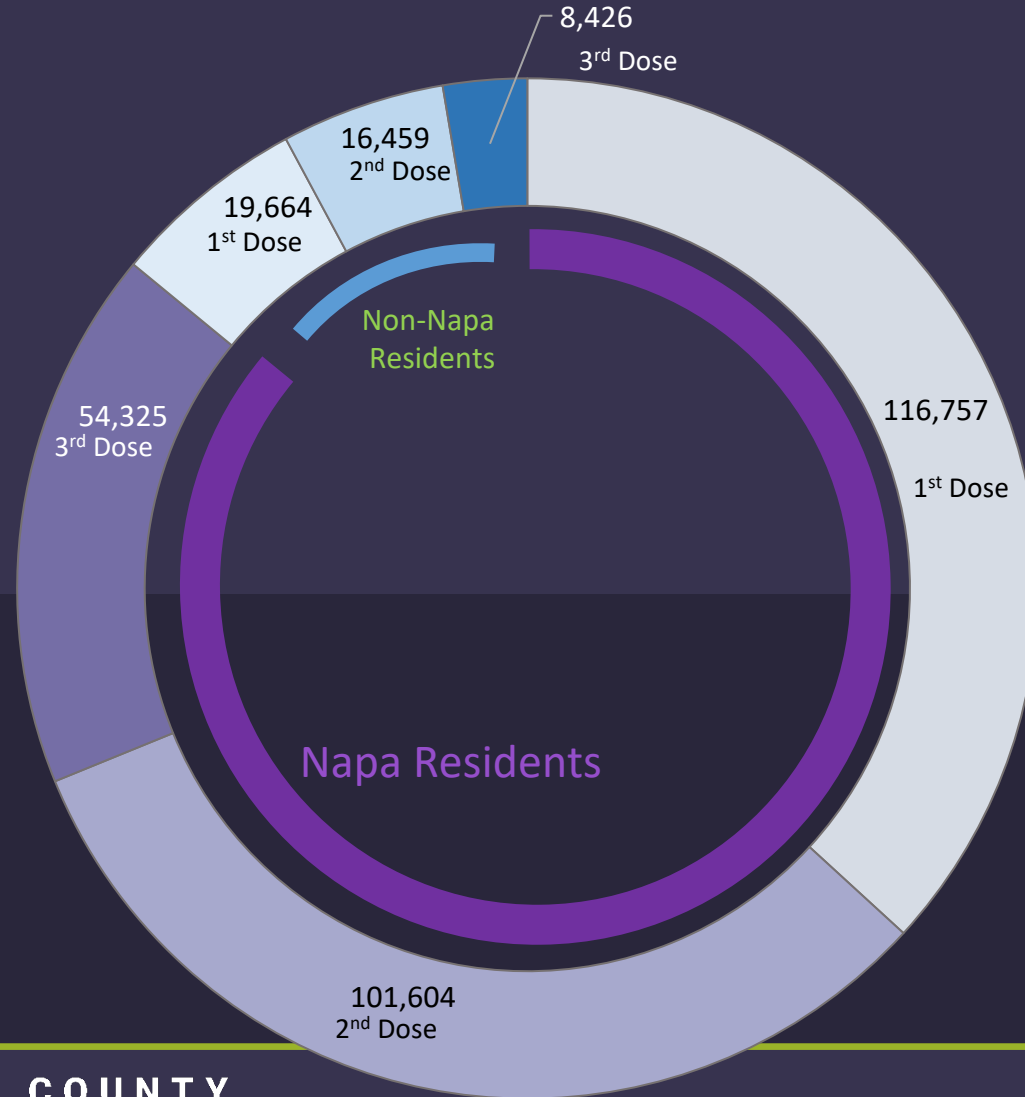


OMICRON SUBVARIANTS

- There are three sublineages of Omicron: BA.1, BA.2 and BA.3
- BA.1 is the dominant Omicron sublineage worldwide
- Frequency of BA.2 cases sequenced is increasing in some countries (Denmark, Norway, Sweden, India, Philippines, and Singapore)
- Early analysis suggests increased growth rate for BA.2 vs. BA.1.
- Hospitalization data from Denmark does not suggest an increased risk of hospitalization due to BA.2



DOSES ADMINISTERED TO RESIDENTS & NON-RESIDENTS



Total Doses Administered in Napa County = 311,586 (+4,922 since last week)

Total Doses Administered to Napa Residents = 273,242 (+3,498 since last week)

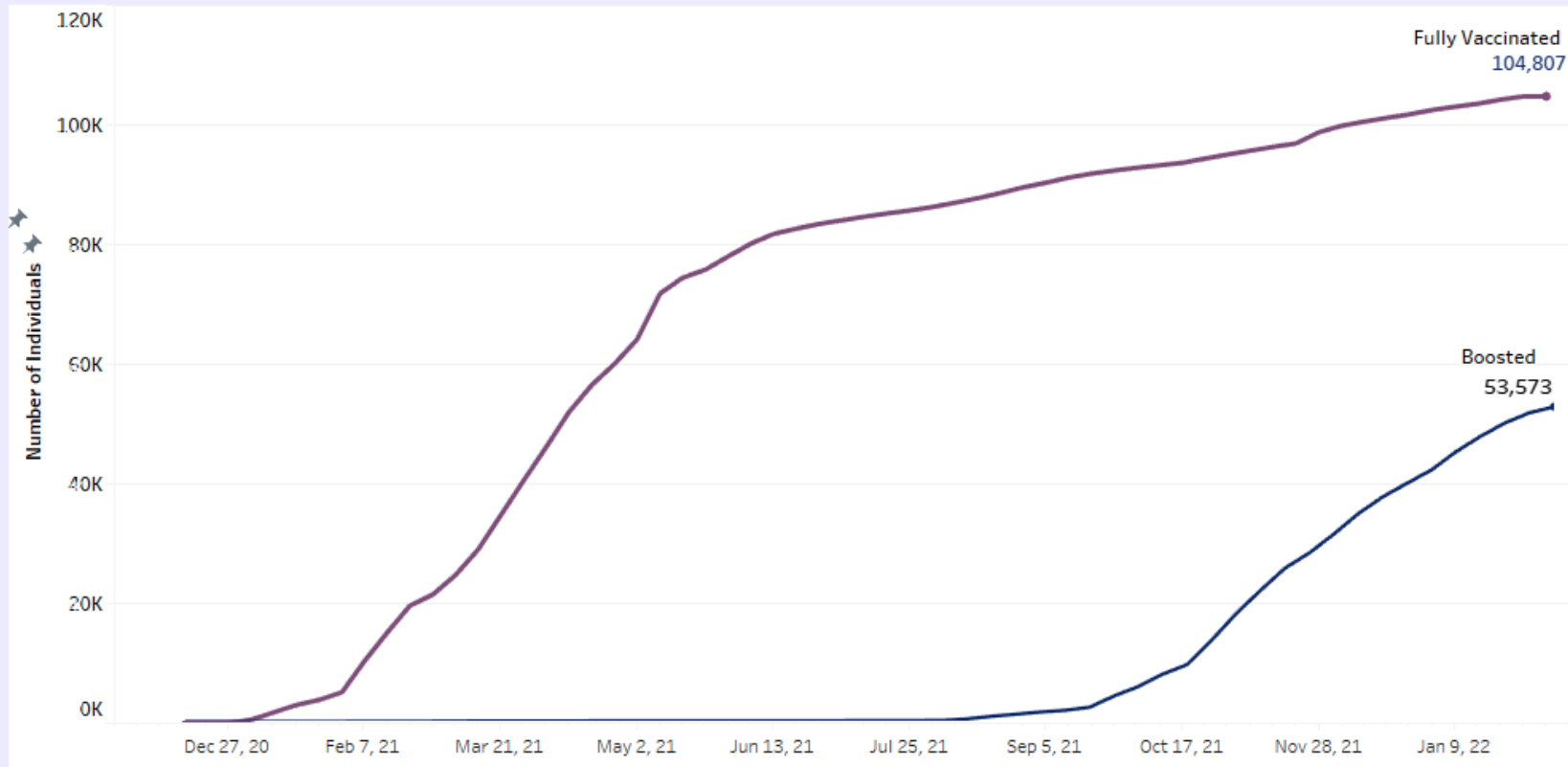
Reported as 2/7/2022



NAPA COUNTY
Health & Human
Services Agency



89 % of eligible Napa County residents partially vaccinated.
80 % of eligible Napa County residents are fully vaccinated.
75.6 % of ALL Napa County residents are fully vaccinated.
57 % of all eligible Napa County residents are boosted.



Compared to people who are fully vaccinated

People who are not fully vaccinated are:

97%

More likely to test positive for COVID-19

People who are not fully vaccinated are:

127%

More likely to get hospitalized for COVID-19

People who are not fully vaccinated are:

240%

More likely to die of COVID-19

As reported 2/7/2022

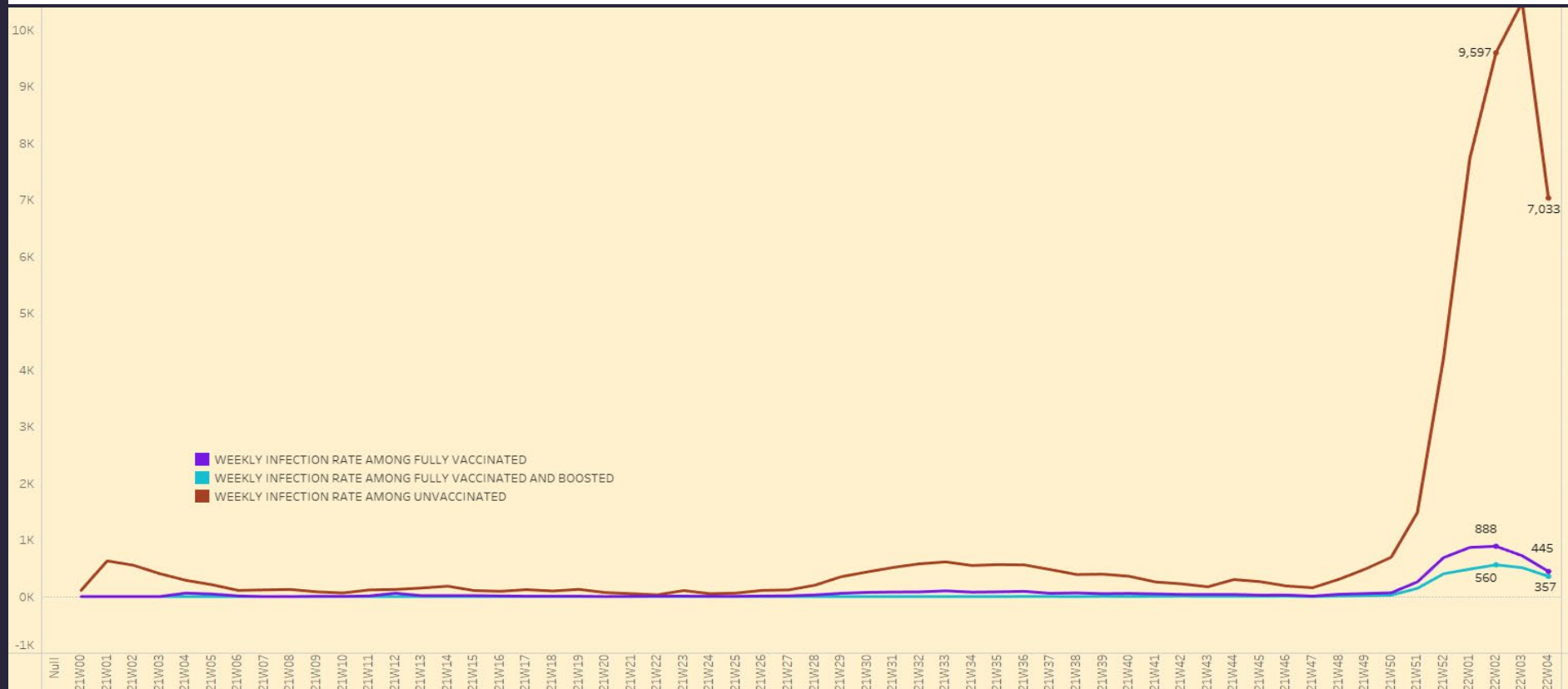


NAPA COUNTY
Health & Human
Services Agency

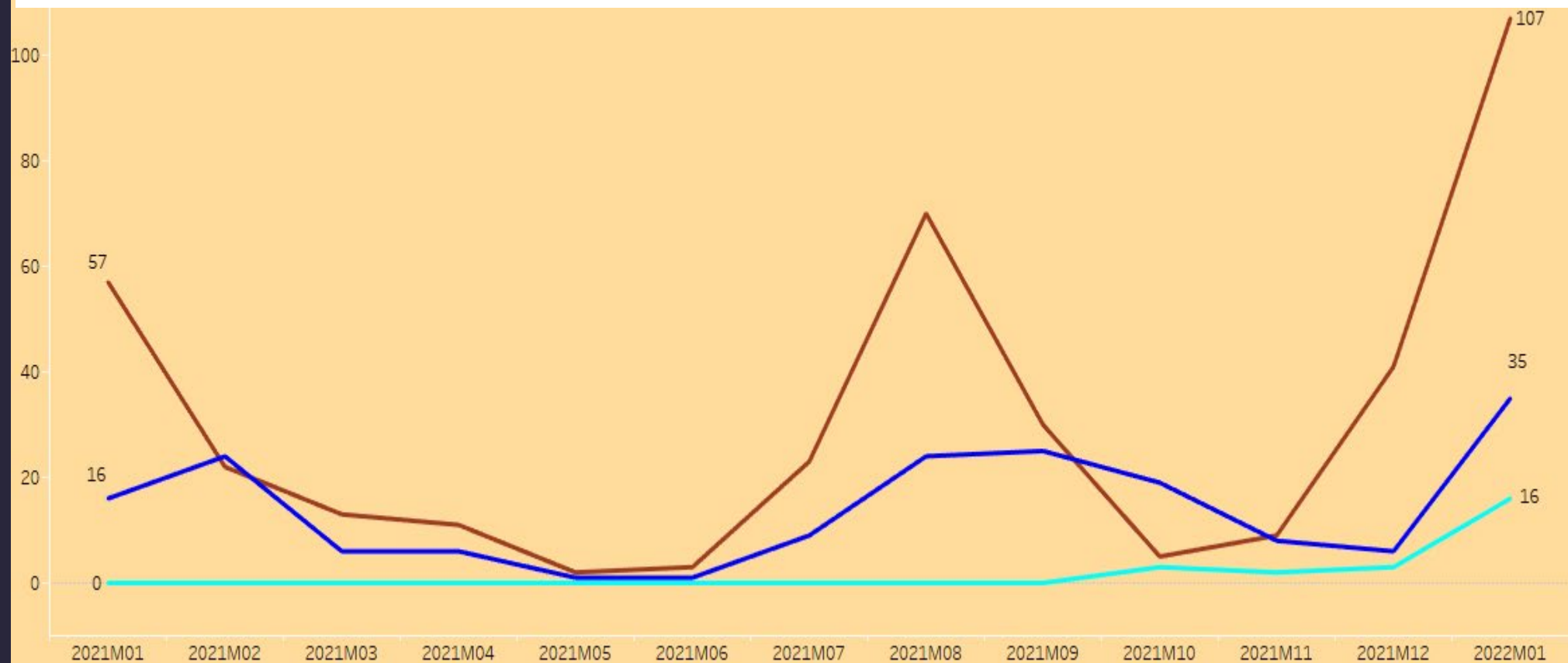


Weekly New-Case Rates Between Vaccinated and Unvaccinated (12+ Population)

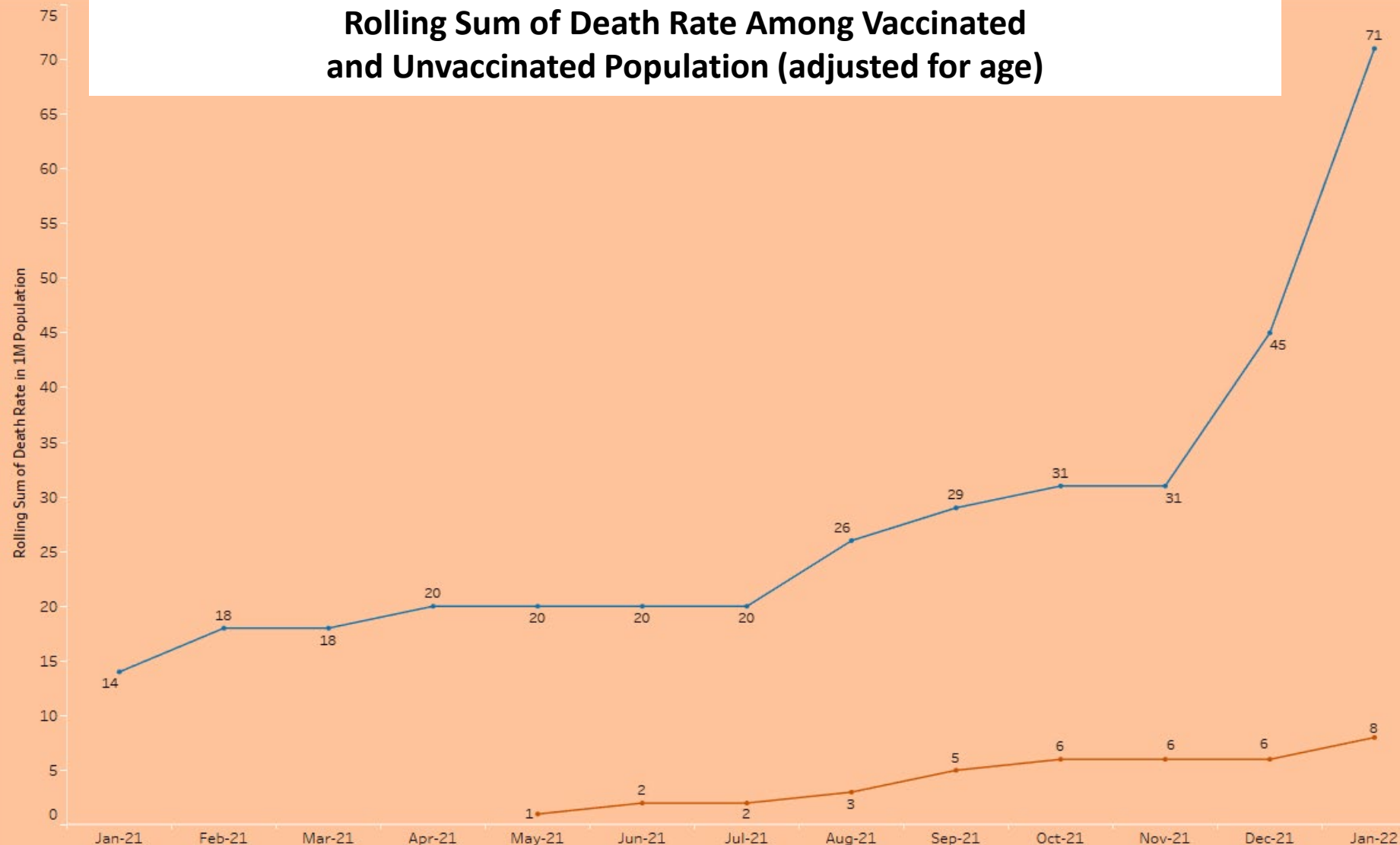
The Most Recent Weekly New-Case rate in unvaccinated is ~16 times higher than vaccinated.



Hospitalization Rate of Covid-19 Among Unvaccinated, Fully Vaccinated and Boosted by Month (adjusted for age)



Rolling Sum of Death Rate Among Vaccinated and Unvaccinated Population (adjusted for age)



NAPA COUNTY
Health & Human
Services Agency

As reported 2/7/2022



CDPH HEALTHCARE BOOSTER MANDATE EXTENSION DATE

- State Health orders requiring healthcare workers to be boosted, now by March 1, 2022 instead of February 1, 2022
 - [Adult Care Facilities and Direct Care Worker Vaccine Requirement Q&A](#)
 - [Health Care Worker Vaccine Requirement Q&A](#)
 - [State and Local Correctional Facilities and Detention Centers Health Care Worker Vaccination Requirement Q&A](#)



STATEWIDE INDOOR MASKING ORDER LIFTS ON 2/16

- Universal indoor masking shall remain required in only specified settings
 - On public transit (includes ride shares)
 - Indoors in K-12 schools and childcare
 - Emergency shelters and cooling and heating centers
 - Healthcare settings
 - State and local correctional facilities and detention centers
 - Homeless shelters
 - Long Term Care Settings & Adult and Senior Care Facilities
- Only unvaccinated persons are required to mask in all indoor public settings
- Fully vaccinated individuals are recommended to continue indoor masking when the risk may be high
- Napa County will likely follow state guidance



NAPA COUNTY
Health & Human
Services Agency

[https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/C
OVID-19/guidance-for-face-coverings.aspx](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/C
OVID-19/guidance-for-face-coverings.aspx)



CHANGES TO MEGA EVENTS

- Taking effect February 16, 2022
- This guidance will return to thresholds of 1,000 attendees for Indoor Mega Events and 10,000 attendees for Outdoor Mega Events.

Vaccine Verification / Negative Testing	Required for Indoor Mega Events Recommended for Outdoor Mega Events
Capacity Limitations	No restrictions
Physical Distancing	No restrictions for attendees, customers, and guests
Masking	Follow current CDPH Guidance for Face Coverings . Refer to CDPH Get the Most Out of Masking for more information on getting the best fit and filtration for your mask
Travelers	Recommend following CDC and CDPH Travel recommendations.



CHANGES TO VISITATION ORDERS EFFECTIVE 2/8

- Removed the **following requirement** that was put in place on 12/31 for Skilled Nursing Facilities, Intermediate Care Facilities and Adult and Senior Care Residential Facilities:
 - (1) for indoor visitation, verify visitors are vaccinated, have had all recommended booster doses and provide evidence of a negative SARS-CoV-2 test within one day of visitation for antigen tests, and within two days of visitation for PCR tests; OR
 - (2) **permit only outdoor visitation for those that do not meet all the vaccine or booster requirements.** For outdoor visitation, visitors must provide evidence of a negative SARS-CoV-2 test within one day of visitation for antigen tests, and within two days of visitation for PCR tests.



CHANGES TO VISITATION ORDERS

- Unvaccinated or incompletely vaccinated visitors are eligible for indoor visits only if they can show documentation of a negative SARS-CoV-2 test within one day of visitation for antigen tests, and within two days of visitation for PCR tests;
- Unvaccinated or incompletely vaccinated visitors with history of COVID-19 within the prior 90 days may provide documentation of recovery from COVID-19 in lieu of testing
- If a resident is not able to leave their room or otherwise meet with visitors outdoors, the visitation may take place indoors, even for visitors who cannot provide vaccine verification or a negative test; however, these visits cannot take place in common areas, or in the resident's room if the roommate is present



STATE VISITATION ORDERS

- Long Term Care Visitation State Public Health Officer Order
 - <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Requirements-for-Visitors-in-Acute-Health-Care-and-Long-Term-Care-Settings.aspx>
- Skilled Nursing Facility (SNF) Visitation AFL
 - <https://www.cdph.ca.gov/Programs/CHCQ/LCP/Pages/AFL-22-07.aspx>
- Assisted Living Facility (ALF) Visitation PIN
 - <https://www.cdss.ca.gov/Portals/9/CCLD/PINs/2022/ASC/PIN-22-07-ASC.pdf>



FDA APPROVAL OF MODERNA COVID-19 VACCINE

- Moderna vaccine has been available under EUA for ≥ 18 years-old persons since 12/18/2020
- It has met the FDA's approval standards for safety, effectiveness and manufacturing.
 - Effectiveness:
 - 93% VE against COVID-19 infection
 - 98% VE against severe disease
 - Safety:
 - Increased risks for myocarditis in males 18 – 24 years of age
 - Majority of cases had resolution of symptoms
- The approved Moderna vaccine's brand name is Spikevax.



NAPA COUNTY

Health & Human
Services Agency

FDA News Release (1/31/2022): Approval of Second COVID-19 Vaccine



VACCINES FOR CHILDREN 6 MONTHS THROUGH 4 YEARS OF AGE

- FDA Vaccines and Biological Products Advisory Committee (VRBPAC) will meet on 2/15/22 to discuss a request to amend the Emergency Use Authorization (EUA) of the Pfizer-BioNTech COVID-19 mRNA vaccine for administration to children 6 months through 4 years of age.
- Vaccines for this age group may be available by March



COVID-19 IS A CHILDHOOD ILLNESS

- 4x more deaths than flu
- 11x higher risk of hospitalization
- Poorest Neighborhoods are far behind
- 65% of kids not vaccinated

MAKE NO MISTAKE COVID-19 IS A CHILDHOOD ILLNESS



COVID-19 CAN BE SERIOUS FOR KIDS.



**4X MORE DEATHS
THAN FLU**

**800
DEATHS**

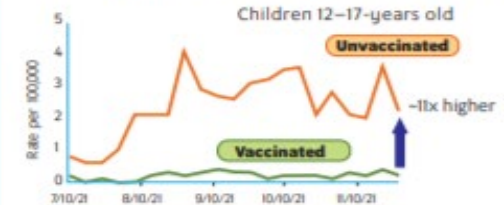
Over 800 children have died from COVID-19 in the US, compared to approximately 200 pediatric flu deaths over the past two years.

**8,300
HOSPITALIZATIONS**

About 1 in 3 children hospitalized with COVID-19 in the US were admitted to the ICU, similar to the rate among adults.

11X HIGHER RISK OF HOSPITALIZATION

COVID-19 associated hospitalizations in unvaccinated children are 11x higher than fully vaccinated.



**PEDIATRIC VACCINATION COVERAGE IS LOW, ESPECIALLY
FOR CALIFORNIA'S MOST VULNERABLE CHILDREN**

**65% OF KIDS
NOT VACCINATED**

Over 65% of California children ages 5-11 years have yet to receive 1 dose of COVID-19 vaccine, leaving most children vulnerable to Omicron and future variants likely to follow.



POOREST NEIGHBORHOODS ARE FAR BEHIND

Only about 21% of children in California's poorest neighborhoods are vaccinated against COVID-19 compared to 64% in wealthiest neighborhoods.



Children, ages 5-11 (as of January 26, 2022).

California COVID-19 Vaccination Program

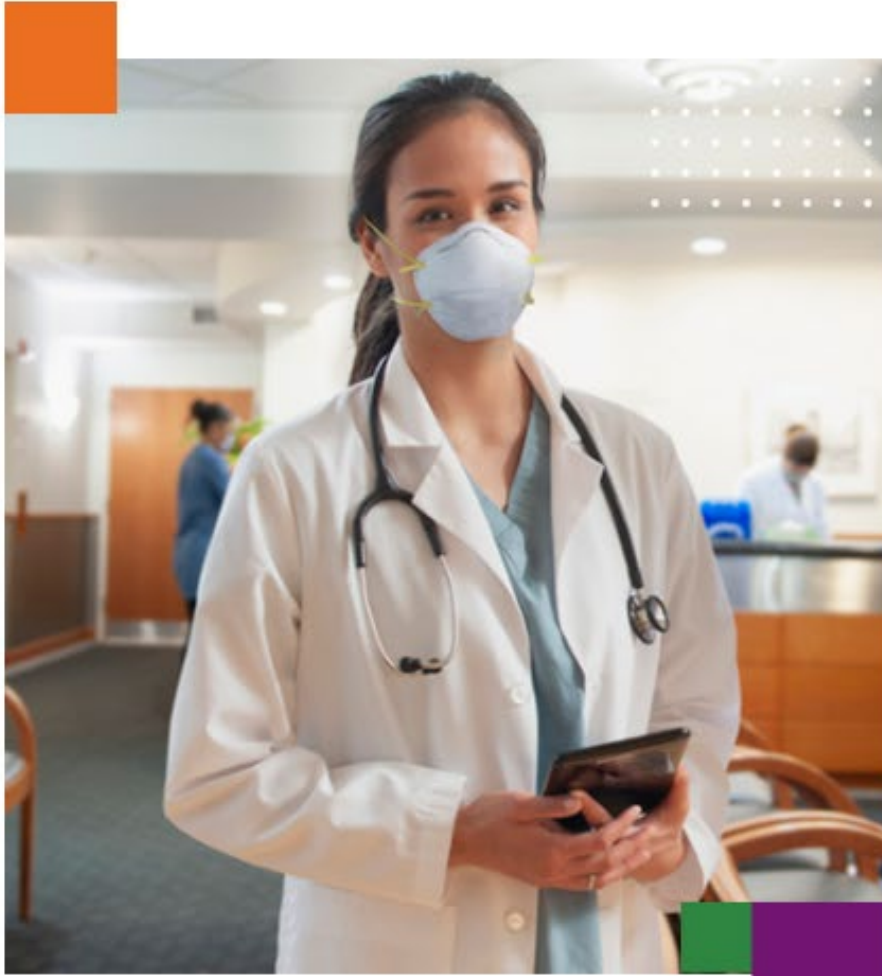
IMM-1415-VFC (1/26/22)



NAPA COUNTY
Health & Human
Services Agency

Infographic: COVID-19 is a Childhood Illness





COVID-19 Treatments

Talk with your healthcare provider to find out if you qualify for a COVID-19 treatment. You may be eligible if you: have recently tested positive for COVID-19, have been in close contact with someone who has tested positive, are immunocompromised, or have had a severe adverse reaction to a COVID-19 vaccine (meaning you cannot be fully vaccinated). Treatments may help you recover faster from COVID-19 or protect you against COVID-19.

[**Learn More**](#)

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Treatment Options	SARS-CoV-2 Negative (-) <i>Prophylaxis</i>		SARS-CoV-2 Positive (+) <i>Treatment</i>
	Not Exposed	Exposed	Mild Illness or Moderate Illness
	Long-Acting Monoclonal Antibody <ul style="list-style-type: none"> ➤ Tixagevimab /cilgavimab (EVUSHELD) 	Monoclonal Antibodies <ul style="list-style-type: none"> ➤ Bamlanivimab/etesevimab ➤ Casirivimab/imdevimab (REGEN-COV) 	Monoclonal Antibodies <ul style="list-style-type: none"> ➤ Bamlanivimab/etesevimab ➤ Casirivimab/imdevimab (REGEN-COV) ➤ Sotrovimab Antivirals <ul style="list-style-type: none"> ➤ Nirmatrelvir/ritonavir (PAXLOVID) ➤ Molnupiravir (LAGEVRIO) ➤ Remdesivir (VEKLURY)

Bamlanivimab/etesevimab and casirivimab/imdevimab are not effective against the Omicron variant and are currently **not authorized** for use in any US state per the FDA.



Treatment Options	SARS-CoV-2 Negative (-) <i>Prophylaxis</i>		SARS-CoV-2 Positive (+) <i>Treatment</i>
	Not Exposed	Exposed	Mild Illness or Moderate Illness
	Long-Acting Monoclonal Antibody <ul style="list-style-type: none"> ➤ Tixagevimab /cilgavimab (EVUSHELD) 	Monoclonal Antibodies <ul style="list-style-type: none"> ➤ Bamlanivimab/etesevimab ➤ Casirivimab/imdevimab (REGEN-COV) 	Monoclonal Antibodies <ul style="list-style-type: none"> ➤ Bamlanivimab/etesevimab ➤ Casirivimab/imdevimab (REGEN-COV) ➤ Sotrovimab Antivirals <ul style="list-style-type: none"> ➤ Nirmatrelvir/ritonavir (PAXLOVID) ➤ Molnupiravir (LAGEVRIO) ➤ Remdesivir (VEKLURY)

Bamlanivimab/etesevimab and casirivimab/imdevimab are not effective against the Omicron variant and are currently **not authorized** for use in any US state per the FDA.



TREATMENT

- Your health care provider will consider several factors when determining if an outpatient treatment is right for you:
 - Recently around someone with COVID-19
 - Tested positive for COVID-19 with mild symptoms
 - Mild symptoms: fever, cough, sore throat, malaise, headache, muscle pain, nausea, vomiting, diarrhea, loss of taste and smell. No shortness of breath, dyspnea, or abnormal chest imaging.
 - Tested positive for COVID-19 with moderate symptoms
 - Moderate symptoms: evidence of lower respiratory disease during clinical assessment, shortness of breath and/or difficulty breathing but with oxygen levels $\geq 94\%$.
- Potential for developing serious illness from COVID 19 that may lead to hospitalization or even death.



TESTING

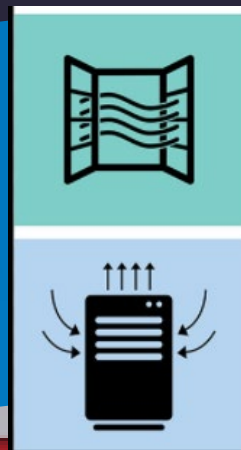
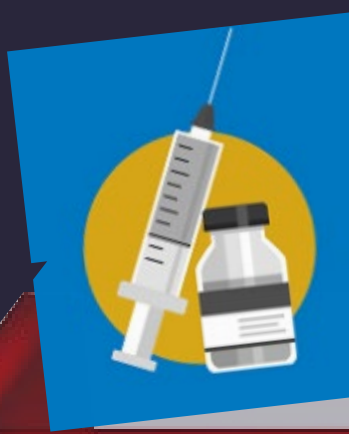
- Multiple test sites experiencing less wait times
- State-contracted testing site has increased lanes and operating hours, but demand is down
- Home test kits being distributed from CDPH to
 - Department of Social Services licensed Adult and Childcare facilities through regional resource centers for visitors, staff and clients
 - County offices of education for public and private schools
- CLIA-waived tests distributed from CDPH to local health jurisdictions for use in staff in hospitals, outpatient settings, congregate facilities



IS COVID-19 REALLY ENDEMIC YET?

- Endemic is a disease outbreak that is consistently present but limited; disease spread and rates are predictable.
- Epidemic as an unexpected increase in the number of disease cases in a specific geographical area.
- Pandemic cuts across international boundaries, which leads to large-scale social disruption, economic loss, and general hardship





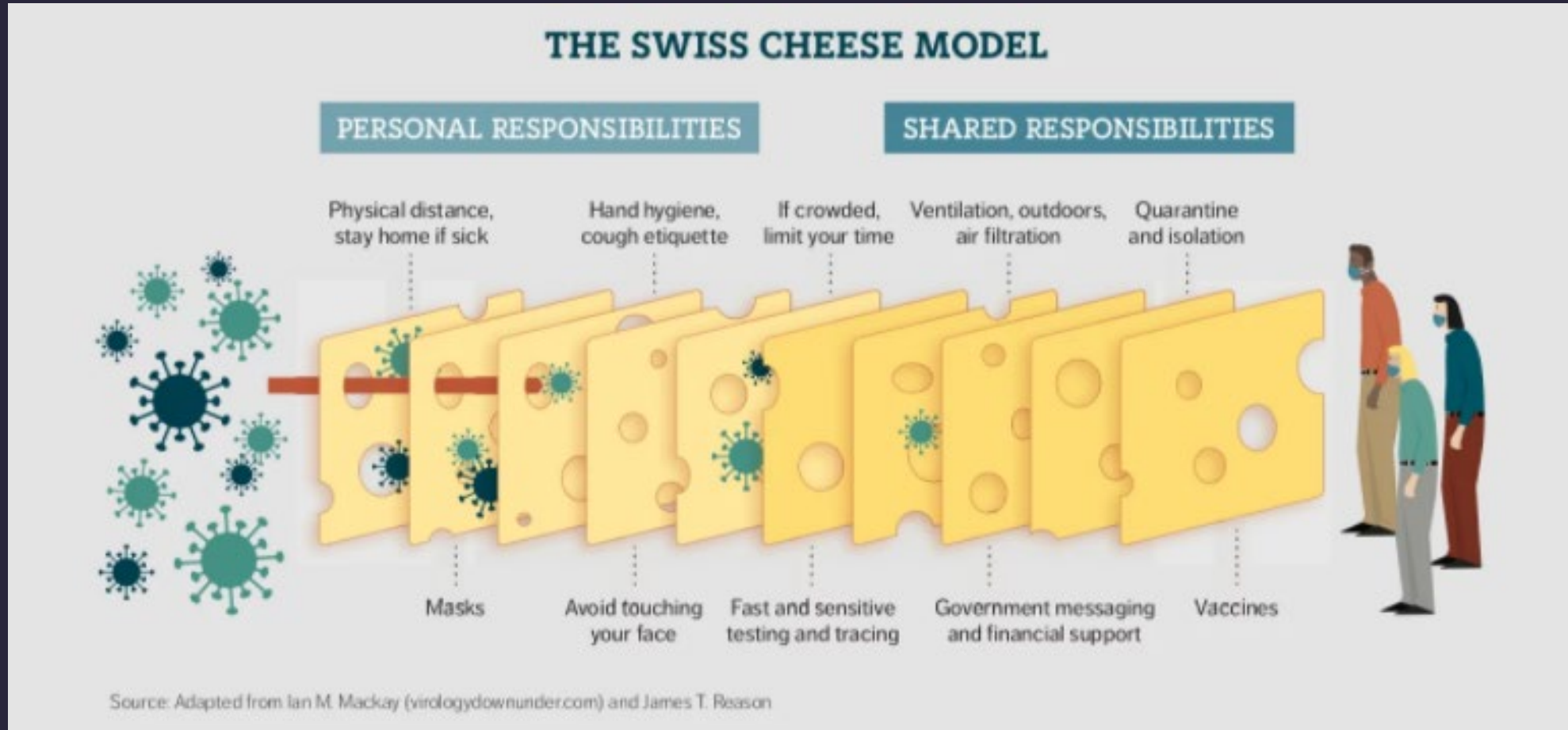
Good	Better	Best
Fabric mask with 3 or more cloth layers	Double mask (surgical + cloth mask)	N95 KN95 KF94



COVID-19 TOOLBOX



LAYERED COVID PREVENTION



Multiple layers improve success in protecting healthcare capacity and keeping schools open



NAPA COUNTY
Health & Human
Services Agency





Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 21-1377

TO: Board of Supervisors
FROM: Thomas Zeleny - Interim County Counsel
REPORT BY: Jason Dooley - Deputy County Counsel
SUBJECT: Walt Ranch Appeal Findings of Fact

RECOMMENDATION

SET MATTER 11:00 AM (Walt Ranch)

County Counsel requests consideration and adoption of a Resolution of Findings of Fact and Decision on Appeal regarding an appeal filed by Center for Biological Diversity (Appellant) to a decision by the Director of the Napa County Department of Planning, Building and Environmental Services on October 6, 2021, to approve a revision to Mitigation Measure 6-1 and to incorporate the revised mitigation measure into the Mitigation Monitoring and Reporting Plan applicable to the Walt Ranch Vineyards Agricultural Erosion Control Plan - File No. P11-00205-ECPA submitted by Hall Brambletree Associates, LP (Applicant) to allow earthmoving associated with the development of approximately 209 net acres of vineyard (\pm 316 gross acres) (the Project).

EXECUTIVE SUMMARY

At the appeal hearing on December 14, 2021, the Board heard and considered evidence submitted from Appellant, the Applicant, Staff and members of the public regarding the appeal. After considering all of the evidence presented, the Board closed the public hearing and adopted a motion of intent to deny the Appeal in its entirety and uphold the Director's approval of the revised Mitigation Measure 6-1, with modifications as recommended by staff. The Board directed Staff to return on February 8, 2022, with a Resolution of Findings of Fact and Decision on Appeal that reflects the Board's intent as expressed on December 14, 2021. Staff has prepared a proposed Resolution that accurately reflects the Board's intent as expressed on December 14, 2021. The proposed Resolution was shared with Appellant's and Applicant's respective counsel and neither had substantive comments. The public hearing is closed and public comment is limited to whether or not the proposed Resolution accurately reflects the Board's intent as expressed on December 14, 2021.

PROCEDURAL REQUIREMENTS:

1. Staff Report.
2. Chair invites Appellant, the Applicant, and interested parties to comment on the proposed findings.
3. Motion, second, discussion, and vote on the Resolution.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No
County Strategic Plan pillar addressed: Effective and Open Government

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The Final Environmental Impact Report was certified on August 1, 2016 (State Clearinghouse No. 2012-02046); an Addendum was prepared to analyze the impact and effectiveness of the revised Mitigation Measure 6-1.

BACKGROUND AND DISCUSSION

At the appeal hearing on December 14, 2021, the Board heard and considered evidence submitted from Appellant, the Applicant, Staff and members of the public regarding the appeal. After considering all of the evidence presented, the Board closed the public hearing and adopted a motion of intent to deny the appeal filed by Appellant and uphold the Director's approval of the revised Mitigation Measure 6-1, with modifications adopted by the Board at the hearing. Per the Board's direction, Staff modified the revised Mitigation 6-1 as follows:

- The monitoring period for trees planted pursuant to the Mitigation Measure 6-1 was increased from five to seven years.
- The tree planting program was added to the Biological Resource Management Plan.
- The total number of trees to be planted was increased from 16,790 to 17,137 to ensure that the number of trees resulting from tree planting would match or exceed the number of trees removed for project development.
- Removal of voluntary planting of additional trees conditioned on lack of filing of an administrative appeal.

- Non-substantive edits and corrections relating to the acreage in the conservation easement.

The Board directed Staff to return on February 8, 2022, with a Resolution of Findings of Fact and Decision on Appeal that reflects the Board's intent as expressed on December 14, 2021. Staff has prepared a proposed Resolution that accurately reflects the Board's intent as expressed on December 14, 2021. The proposed Resolution was shared with Appellant's and Applicant's respective counsel and [neither had substantive comments/substantive comments have been considered and incorporated/rejected.] The public hearing is closed. Public comment on this item is limited to whether the proposed Resolution accurately reflects the Board's intent as expressed on December 14, 2021. Staff recommends that the Board adopt the Resolution and instruct the Clerk of the Board to serve the Resolution in compliance with Napa County Code Section 2.88.090 (D).

**BEFORE THE BOARD OF SUPERVISORS
OF NAPA COUNTY**

In the Matter of:

An Appeal by Center for Biological Diversity to a decision by the Director of the Napa County Department of Planning, Building and Environmental Services on October 6, 2021, to approve a revision to Mitigation Measure 6-1 and to incorporate the revised mitigation measure into the Mitigation Monitoring and Reporting Plan applicable to the Walt Ranch Vineyards Agricultural Erosion Control Plan - File No. P11-00205-ECPA submitted by Hall Brambletree Associates, LP to allow earthmoving associated with the development of approximately 209 net acres of vineyard (\pm 316 gross acres) (the Project) located on the west side of Monticello Road, approximately one mile southwest of its intersection with Highway 128, and approximately one-half mile north of its intersection with Waters Road, approximately 6.25 miles east of the Town of Yountville; Assessor Parcel Numbers 032-120-028, 032-480-007, -008, -011 through -024, -027, -028, 032-490-004, -005, -006, -008 through -020.

RESOLUTION NO. 2022-

**FINDINGS OF FACT AND
DECISION ON APPEAL**

WHEREAS, on December 20, 2016, the Napa County Board of Supervisors (the Board) certified an Environmental Impact Report (EIR) (SCH #2012102046) for the Hall Brambletree Associates, LP (the Applicant) – Walt Ranch Vineyard Conversion – File No. P11-00205-ECPA, which consisted of an erosion control plan for the earthmoving associated with the development of approximately 209 net acres of vineyard on approximately 316 acres of disturbed land (the Project);

WHEREAS, on January 19, 2017, the Center for Biological Diversity (the Appellant or CBD) filed a petition for writ of mandate challenging the approval of the Project and the certification of the EIR. On April 5, 2018, the Napa County Superior Court denied the Appellant’s petition and the Appellant appealed to the Court of Appeal;

WHEREAS, on September 30, 2019, the Court of Appeal issued a decision upholding the Superior Court’s decision on all grounds except one. The Court of Appeal held that the record before the County lacked substantial evidence to support the finding that the Project would have a less-than-significant Greenhouse Gas (GHG) emission impact because the record evidence did not show that the trees being preserved by Mitigation Measure 6-1 would have reasonably remained intact without the proposed 248-acre conservation easement. Specifically, the Court held that the evidence did not show that the conservation easement would preserve trees on slopes less than 30 percent and otherwise subject to development in Napa County;

WHEREAS, on May 6, 2020, the Superior Court issued a judgment and writ consistent with the Court of Appeal’s decision, ordering the County to set aside its findings “concerning whether the Project, as mitigated, will have a less-than-significant impact with respect to GHG emissions.” The judgment did not set aside the approval of the Project or decertify the EIR applicable to the Project. Instead, the judgment and writ ordered the County to reconsider mitigation of the GHG impacts of the Project, without changing any other aspects of the Project;

WHEREAS, on July 14, 2020, the Board adopted Resolution No. 2020-98, which vacated and set aside the finding in Attachment A to Resolution No. 2016-184 regarding Impact 6-1, which stated:

Compliance with MM6-1, which has been required or incorporated into the Project, will reduce impacts from GHG emissions through preservation of woodland on the property. The Board hereby directs that this mitigation measure be adopted. Pursuant to Public Resources Code Section 21081(a) and CEQA Guidelines Section 15091(a), the Board hereby finds that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen this impact to a less-than-significant level;

WHEREAS, on May 5, 2021, the Applicant submitted a proposed revision to Mitigation Measure 6-1 that would reduce the conservation easement from 248 acres overlapping with other mitigation to 124 additive acres of land. In addition, the proposal would require planting 16,790 oak trees and the implementation of a tree-planting program to ensure at least 80% survival after five years. The proposal was supported by a study performed by Ascent Environmental, which concluded that the tree-planting alone would be sufficient to mitigate the GHG impact;

WHEREAS, pursuant to CEQA Guidelines, Section 15164, County staff prepared an Addendum to the EIR to analyze the impact and effectiveness of the revision to Mitigation Measure 6-1;

WHEREAS, pursuant to Napa County Code (NCC) Section 18.108.070, the Director issued a tentative decision on September 21, 2021, approving the revision to Mitigation Measure 6-1 with further edits and changes suggested by County staff. The tentative decision provided for a comment period of at least 10 days before the final decision, which was anticipated to be issued on October 1, 2021;

WHEREAS, in response to the Director’s tentative decision, the County received approximately 60 comments from the public, including a letter submitted by the Appellant, CBD, on October 1, 2021. The Director reviewed each comment and, on October 6, 2021, issued a final decision approving the revision to Mitigation Measure 6-1;

WHEREAS, on November 5, 2021, the Appellant filed a timely Appeal Packet (the Appeal) challenging the Director’s approval of the revision to Mitigation Measure 6-1 and the adoption of the Addendum to the EIR;

WHEREAS, in accordance with NCC Section 2.88.080(A), a hearing on the Appeal was scheduled before the Board for December 14, 2021, a date agreed to by the Appellant and at least fifteen but no more than ninety days from the date of submittal of the Appeal;

WHEREAS, on November 23, 2021, in accordance with NCC Section 2.88.085, Board Chair Pedroza conducted a prehearing conference to establish procedures and a schedule for the conduct of the appeal, at which the Appellant and the Applicant were present and participated;

WHEREAS, on December 14, 2021, at a duly noticed public hearing on the Appeal, the Board heard and considered all evidence and testimony regarding the Appeal; the Board closed the public hearing and adopted a motion of intent to deny the Appeal in its entirety and uphold the Director's approval of the revised Mitigation Measure 6-1, with modifications as recommended by staff and as directed by the Board and agreed to by the Applicant;

WHEREAS, the Board further directed County Counsel's office to prepare a resolution containing Findings of Fact and Decision on Appeal in support of its proposed decision and to present those findings to the Board for consideration at its meeting on February 8, 2022; and

WHEREAS, this proposed resolution containing the Findings of Fact and Decision on Appeal having been presented to the Board for possible adoption at a regular meeting of the Board on February 8, 2022, and interested persons having been given an opportunity to address the Board regarding the proposed resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors finds, determines, concludes and decides as follows:

Section 1. Recitals.

The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Conduct of Appeal.

A. Napa County Code Section 2.88.090 (B) provides that if the appeal pertains to a decision for which a record on appeal exists, the Board, in hearing the appeal, shall base its consideration of the appeal on the record on appeal and any extrinsic evidence submitted by the parties and allowed by the chair for good cause shown. Here, the Director's decision was based on a record containing written materials, statements, testimony, information, and evidence before the Director in arriving at the decision. Therefore, a record on appeal exists for the decision.

B. The County requires the parties to attend a pre-hearing conference with the Chair of the Board to discuss estimates on presentation lengths, scope of evidence, and testimony to be presented, together with witness lists. Any witness not appearing on a witness list at the pre-hearing conference is treated as an ordinary member of the public and allotted the usual three minutes of speaking time.

C. A pre-hearing conference was held on November 23, 2021, with the Chair and representatives of the Appellant, the Applicant, and a Deputy County Counsel. At the conference, Appellant and Applicant agreed to provide a list of their respective witnesses along

with the subject matter of testimony and time estimates in advance of the hearing. The Chair informed the Appellant and the Applicant that each side was allocated a maximum of 20 minutes for their presentation, allocated at their discretion. The presentation length was extended to 30 minutes for each party to address evidence presented by staff in the staff report.

D. Following the pre-hearing conference, the parties submitted requests to augment the record. The Appellant requested that a PowerPoint presentation, four reference articles and reports, and environmental documents related to a neighboring vineyard project be included in the record on appeal. Appellant stated that such records were either partially included in the record already or were essential to the understanding of points made on the record. The environmental documents could not have been presented to the decisionmaker because they were not released until after the decision was made.

E. The Applicant requested inclusion of seven maps generated from GIS data already contained in the record and relied upon by the County in approving the EIR. The maps include proposed conservation easements both from the proposed revision to Mitigation Measure 6-1 and from other mitigation requirements in the EIR. The Applicant also proposed revisions to the approved Mitigation Measure 6-1 to address concerns and issues raised in the appeal.

F. The Chair determined that good cause existed for the inclusion of this additional evidence in the record on appeal. The parties did not request reconsideration of the Chair's decision before the whole Board.

Section 3. Findings of Fact and Conclusions of Law on Appeal.

The Board hereby makes the following findings of fact and conclusions of law in regard to each of the grounds for appeal as stated by Appellants in the Appeal¹:

A. First Ground of Appeal.

Appellant's Position: Appellant contends that the County's revised Mitigation Measure 6-1 for GHG emissions should prioritize the preservation of existing oak woodlands.

Findings and Decision: The Board finds and determines as follows:

¹ This Resolution summarizes the grounds of appeal. For the complete text of the Appeal, please see the actual Appeal dated November 5, 2021. References to attachments are to those attachments to the Staff Report for the appeal hearing on December 14, 2021.

At the outset, it must be clarified that the previously adopted mitigation for GHG emissions did not require the preservation of oak woodland, but rather required the permanent protection of woodland habitat, regardless of the species. While most of the woodland habitat on site consists of oak woodlands or of woodland alliances containing oaks, not all of the woodlands on the site are oak woodlands. The EIR includes figures showing the location of woodlands, oak or otherwise, located on the Property, as well as tables listing the type and total acreage of biotic communities located on the site (See Draft EIR, Figure 4.2-1[Vegetation Map] and Table 4.2-2.)

Appellant correctly points out that the Court of Appeal confirmed that the preservation of woodland habitat is appropriate mitigation for GHG emissions resulting from the project, provided the mitigation is properly supported by substantial evidence showing that the trees would not reasonably have remained absent such preservation efforts. The Appellant contends that “the logical fix for the EIR’s shortcoming would be to identify 248 acres of oak woodland that would otherwise be developable, because the areas have slopes under 30% and are outside stream setbacks and permanently protect those lands through a conservation easement.” (Appeal Packet, Attachment 1, p. 3.) Appellant claims that County policies “demonstrate[] a preference for preserving existing habitat” rather than relying on a tree-planting program.² (*Id.*)

The Board is not aware of an existing County policy that establishes a preference for preservation of existing habitat for the mitigation of GHG emissions. The County’s General Plan does not include a policy preference for preserving woodland habitat. NCC Section 18.108.020(D) allows for the replacement or preservation, or a combination of both, to address the loss of vegetation canopy. While this does not apply to the mitigation of GHG emissions under CEQA, this is the only County policy explicitly addressing replacement or preservation. Even here, the Napa County Code does not prioritize one method over the other, but rather establishes priorities for the location of the replacement or preservation efforts.

The Board further finds that there is no policy preference in State law. CEQA Guidelines include preservation as an option for addressing GHG emissions but does not establish a policy hierarchy or preference. Notably, Appellant does not cite to such a policy in County or State law.

It also appears that the Appellant has misunderstood the additive nature of the proposed revision to Mitigation Measure 6-1. The original Mitigation Measure 6-1 did not require that the 248 acres of woodland habitat be separate and above the acreage required to be preserved to mitigate other resource categories, such as biological resources. The EIR required a total of 679 acres of preservation, of which 525 acres must be woodland habitat. Notably, the Applicant’s obligation to preserve 525 acres of woodland habitat to mitigate impacts on biological resources remains a separate and independent requirement in the Mitigation Monitoring and Reporting Plan (MMRP).

² Appellant’s current position contrasts with the claims it advanced in the lawsuit challenging the County’s original decision to approve the project. There, Appellant challenged the County’s reliance on conservation easements to address the projects GHG emissions. Appellant argued that conservation easements were insufficient, stating: “Unlike the planting of new trees, the mere preservation of existing trees does not provide any additional or new reduction in GHG emissions.” (Appellant’s Opening Brief on Appeal, p. 66; see also Appellant’s Reply Brief on Appeal, p. 60 [stating that “reducing a Project’s GHG emissions by planting new trees or through other measures is readily possible.”].) Appellant has thus acknowledged in this case that planting new trees provides suitable mitigation for the project’s GHG emissions.

The requirement that the Applicant permanently preserve 124 acres of woodland habitat is in addition to the acres to be preserved under other mitigation measures. This is to ensure that the oak woodland set aside for preservation to mitigate the GHG emissions from the Project was truly developable and not otherwise restricted. Thus, the total amount of woodland habitat to be preserved is 649 acres. The County is not giving any credit for the GHG benefits of the preservation of the acres of woodland habitat required under other mitigation measures, despite its clear benefit to the environment.

Based on the above, the Board finds that the Director's conclusion that the proposed preservation of 124 acres of woodland habitat on land that was otherwise developable, along with the tree-planting program discussed in more detail below, was reasonable and appropriate. For this reason, and after careful consideration that resulted in modifications to the Applicant's proposal, the Board further finds that the Director appropriately approved the revised Mitigation Measure 6-1.

Conclusions: For the foregoing reasons, the Board denies the first ground of appeal and upholds the PBES Director's approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

B. Second Ground of Appeal.

Appellant's Position: Appellant claims that the revised Mitigation Measure 6-1 is unclear regarding the locations of the different land uses planned for the project in relation to the lands to be set aside and preserved for GHG mitigation. The Appellant contends that the amendment should be revised to provide more information so that the public can determine that at least 124 acres of oak woodlands outside riparian setbacks on slopes under 30% will be avoided for the purposes of GHG mitigation.

Findings and Decision: The Board finds and determines as follows:

The proposal, along with the graphics and information existing in the record, contains sufficient information to ensure that the 124 acres to be protected is on woodland habitat that, but for the conservation easement, has the potential to be converted to other uses.

The Applicant's May 5, 2021, proposal includes supporting technical documentation from PPI Engineering and a report from Ascent Environmental. Figures 1 and 2 from PPI Engineering show the location of the woodland to be permanently protected through a conservation easement. (Attachment 13.)

Figure 1 shows the location of 110 of these acres. The acreage is shaded dark green and is shown within the dark purple line designating the "easement area." The woodland habitat within this easement area is estimated at 124 acres. Out of this total, not less than 110 acres will be placed in an easement. The difference – 14 acres – is to account for on-site roads or other improvements within this area that will preclude permanently protecting the area mapped as woodland habitat.

Figure 2 shows the location of the remaining 14 acres to be preserved. On this figure, the location of the additional 14 acres is shown with cross-hatching. The cross-hatching encompasses an estimated 35.1 additional acres of woodland habitat. Out of this total, an additional 14 acres will be permanently protected by means of a conservation easement. The purpose of these additional 14 acres is to ensure that the total amount of woodland habitat that is preserved is at least 124 acres.³

All the land shown on Figures 1 and 2 has been mapped as woodland habitat. The data used to perform this mapping is the same data that was used in preparing the certified EIR. Final EIR Figure 4.2-1 shows, in detail, the location of different vegetation types on the property. This data includes several habitat types that consist of woodlands.

All of the woodland habitat shown within the “easement areas” on Figures 1 and 2 is land that, under County policy, has potential to be converted to other uses. Specifically:

- The slope of the land does not exceed 30 percent.
- The land is not located within required setbacks from riparian corridors, as described in the ECPA and the EIR. The land is not located in the Milliken Creek watershed.
- There is no overlap between the land shown on Figures 1 and 2 and the land to be converted (316 acres) as part of the project.
- The land will not be placed in conservation under other mitigation measures. This can be shown by comparing Figures 1 and 2 to the land designated for conservation under the approved Biological Resource Management Plan (“BRMP”), which provides information on the land to be conserved to address the site’s biological resources and the County’s conservation policies. The land identified for preservation in Figures 1 and 2 of the applicant’s proposal does not overlap with land identified for preservation in the BRMP.

The Applicant provided additional mapping, using the same GIS data used in preparing the EIR, to show the interaction of several mitigation measures requiring conservation. The maps reveal a vast landscape of protected land, most of which consists of woodland habitat. The areas proposed for conservation to offset GHG emissions is identified in the document labelled Map 4, which clearly shows the areas that meet the criteria set forth above.

For all these reasons, the Board finds that contrary to Appellant’s assertion, the record contains substantial evidence that the 124 acres designated for conservation is additive, is land that would not otherwise be protected by either County policy or by other mitigation measures and is land that could otherwise be converted to other uses. The Board further finds that the graphics and information existing in the record provide sufficient information to inform the public and Appellant that the 124 acres to be protected is on woodland habitat that, but for the conservation easement, has the potential to be converted to other uses.

Conclusions: For the foregoing reasons, the Board denies the second ground of appeal and upholds the PBES Director’s approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

³ It should be noted that Mitigation Measure 6-1, as approved by the Director contains a typographical error. The measure refers to the preservation of 35 acres outside of the area shown on Figure 2. This acreage is incorrect. The cross-hatching on Figure 2 shows an area encompassing approximately 35.1 acres. The area to be placed in conservation consists of 14 acres within this 35.1-acre area. In this fashion, a total of 124 acres of woodland habitat will be placed in a conservation easement. This error can be remedied in a revised Mitigation Measure 6-1.

C. Third Ground of Appeal.

Appellant's Position: Appellant states that insufficient information exists concerning the areas that have been identified as suitable areas for planting trees. Appellant contends that the Applicant's references to the fires that impacted the property in 2017 and 2020 are "a distraction" and are not relevant to the current proposal. Appellant also states that Ascent's report assumes, incorrectly, that all trees within the footprint of the Hennessy fire were consumed by that fire.

Findings and Decision: The Board finds and determines as follows:

The project was approved, and the EIR certified, well before the Atlas Fire in 2017 and the Hennessey Fire in 2020, both of which burned much of the Walt Ranch property. The EIR's estimates of the project's GHG emissions were based on surveys of the property as it existed before the fires, resulting in calculations of GHG emissions at their fullest impact. The target to reduce emissions by 27,528 MTCO₂e is also based on these pre-fire calculations, representing the 26 percent reduction threshold.⁴ In one sense, the impact of the fires is not relevant: The County is not revising the estimates of the project's GHG emissions downward to account for the impacts of the fires.

There are several reasons for this. First, the estimates of both the total GHG emissions from the project and the amount required to be offset to reduce the impact to a less-than-significant level were confirmed by the Court and any effort to disturb those estimates would subject the County's methodology to further challenge. More importantly, though, this approach affords greater protection to the environment. By using the estimates in the EIR of the impact of the Project, which is substantially higher than the post-fire impact, the County is conservatively estimating the impact and requiring substantially more mitigation than would be necessary if the estimates were revised to incorporate the conditions of the property after the fires.

That said, the impact of the fires is relevant to the consideration of the proposed revision to Mitigation Measure 6-1 in other respects. Specifically, the condition of the property after two wildfires provides the backdrop for the tree-planting program. The Ascent Report (April 2021, Attachment 13) and the Ascent memorandum prepared in response to the Appeal (November 2021, Attachment 3) identified those areas on the property that consisted of woodland habitat and that were damaged by the fires. As shown in these reports, the fires damaged or destroyed much of the previously-existing woodland habitat on the Property. The areas mapped as woodlands, and damaged by the fires, provide suitable locations upon which the tree planting program may focus.

Appellant's contention that the planting areas are not sufficiently identified is not accurate. The areas identified for planting trees are shown in Figure 2 of the Ascent Report (April 2021, Attachment 13). Ascent describes the methodology used to identify these areas. Briefly, the areas identified as eligible for the tree planting program meet the following criteria:

- The areas are not within the 316 acres to be converted to vineyards.

⁴ Both the Appellant and the Applicant have acknowledged that the required amount of GHG emissions reductions – 27528 MTCO₂e – is not in dispute. Both the Appellant and the Applicant have also acknowledged that the "substantial evidence" standard, as articulated in the Judgment entered in the Superior Court case, applies to the Board's determination regarding the adequacy of Mitigation Measure 6-1 to achieve this target.

- The areas are not in locations that the Biological Resources Management Plan (BRMP) has designated for preservation of biological resources other than oak woodlands. Thus, the tree planting effort will not interfere with other efforts to preserve biological resources on the site.
- The areas are within the footprint of the 2020 Hennessey wildland fire. Because the Hennessey wildland fire occurred more recently than the 2017 Atlas wildland fire, less regeneration of vegetation has occurred within this footprint. As a result, a tree planting program will result in greater benefits in this area, for carbon sequestration, enhanced biological value, and soil stabilization.
- The areas eligible for replanting have been mapped as oak woodlands. The mapping of oak woodlands was performed over several years prior to the County's December 2016 approval of the project. The mapping thus predates the Atlas and Hennessey wildland fires. The mapping indicates that replanting efforts will succeed in these areas because the same land has supported oak woodlands in the past. Ascent focused on oak woodlands because data available on the sequestration benefits associated with such woodlands is more reliable than it is for other habitat types. In addition, although there are other woodland habitats on the property, oak woodlands predominate, and thus provide ample locations where an oak tree planting program would be appropriate.

As Figure 2 shows, using these criteria, the land suitable for a tree planting program is extensive. Figure 2 is based on site-specific information derived from physical surveys of the site. Staff believes that this information is sufficient to show that the tree planting program will achieve the required sequestration of GHG emissions.

Appellant states that Ascent assumed that all trees were lost within the footprint of the Hennessey wildland fire. According to Appellant, oak trees have adapted to areas that experience periodic wildland fires, so the assumption that all trees were lost is unreasonable.

Ascent did not assume that all trees were lost within the footprint of the Hennessey wildland fire. However, in response to this claim, staff asked an arborist with Ascent to perform a physical inspection of the Walt Ranch property to assess the effect of the Hennessey fire, and to confirm the suitability of the property for a tree planting program. As the arborist explains, the Atlas and Hennessey fires inflicted significant damage on the property, particularly in those areas that burned in both 2017 and 2020. Many of the trees have died, and the damage is significantly severe that many trees will not regenerate. These areas are particularly suitable for replanting. The areas are much larger than necessary to accommodate the tree planting program, following guidance regarding tree planting densities. (See Ascent Memorandum, November 2021, Attachment 3, p. 3.)

To the extent that the Appellant relies on the Initial Study for the Atlas View II Vineyard ECPA (the Atlas View Project), which was released for public comment on November 22, 2021, the information is only of limited value in this analysis. A survey conducted by Northwest Biosurvey on July 21, 2021, concluded that the survival rate of oaks on the property approached 70 percent after the 2020 Hennessey Fire, with "pockets of 100 percent mortality." (IS/MND Exhibit B-4, available here: Files - PBES Cloud.) This is substantially similar to the conclusions expressed by Ascent after their visit to the Walt Ranch property in November 2021. Ascent's arborist concluded that approximately 50 percent of woodland species survived the 2020 Hennessey Fire. Considering the variability of the intensity of the fire and the difference in physical conditions even within such proximity, these conclusions are not significantly different.

Further, the purpose of the analysis here is to determine suitable areas for replanting, which does not require any level of calculation of the loss of species due to the fire. Rather, the exercise is to identify areas suitable for replanting, even if such replanting is not intended to replace an entire forest. The Atlas View Project analysis was performed to calculate the environmental impact of the project on various impact categories. This analysis requires a more extensive and detailed reflection of the baseline conditions of the site.

The arborist's findings and recommendations are set forth in the Ascent Memorandum at Attachment 3. As the memorandum explains, approximately 84 acres of suitable woodland habitat will be necessary to accommodate the tree planting program, based on best practices for planting seedlings. Based on current conditions following the fires, at least 900 acres of woodland habitat were impacted by the fires with approximately 50 percent of that area experiencing tree mortality or substantial damage that will reduce regeneration of the woodland. Therefore, approximately 450 acres are suitable for replanting, located within the areas highlighted in the Ascent Report (April 2021, Attachment 13.). Thus, the number of suitable acres far exceeds the number of acres that are needed for planting.

It should also be noted that the trees must be planted within areas that are permanently protected by conservation easements. This includes all of the acreage set aside for preservation and GHG mitigation, as well as the acreage set aside by all of the other mitigation measures applicable to the project. This further serves to identify the specific locations in which tree planting may be conducted.

Conclusions: For the foregoing reasons, the Board denies the third ground of appeal and upholds the PBES Director's approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

D. Fourth Ground of Appeal.

Appellant's Position: Appellant claims that the calculation of 16,790 trees for the planting program is incorrect because it does not take the 80% survival (i.e., 20% death) rate into account. Appellant argues that over 4,000 additional trees would need to be planted to achieve the claimed benefit.

Findings and Decision: The Board finds and determines as follows:

This statement is incorrect. Ascent's estimate of the sequestration benefits of the tree planting program reflected the fact that the program requires an 80% survival rate, not a 100% survival rate. The average amount of carbon sequestered per tree per year (54.7 kg CO₂) was based on i-Tree modeling, the U.S. Department of Agriculture Forest Service calculator. Thus, Ascent used modeling that met industry standards for calculating carbon sequestration in tree planting programs and accounted for the projected survival rate. The model requires inputting the assumed survival rate and the 80 percent survival rate was used. The 54.7 kg CO₂ figure incorporates the 80% survival rate. For further information, please see the Ascent Memorandum at Attachment 3.

The Board determined that planting additional trees will increase the probability that sufficient trees will survive to sequester carbon at the rates required to offset the impacts. At the Appeal hearing, the Board directed, and the Applicant agreed, to add 1,062 trees to the replanting program, for a total requirement to plant 17,852 trees, to ensure that the number of surviving trees will match the number of trees to be removed for development of the Project.

Conclusions: For the foregoing reasons, the Board denies the fourth ground of appeal and upholds the PBES Director's approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

E. Fifth Ground of Appeal.

Appellant's Position: Appellant claims that the calculations underlying the tree-planting program overstates the carbon benefits of planting trees by using the estimated carbon sequestration associated with trees 31 to 99 years old, rather than 1-30 years old. Appellant argues that the calculation is misleading because the seedlings and saplings store much less carbon compared to mature trees.

Findings and Decision: The Board finds and determines as follows:

Ascent's estimate of the sequestration benefits of the tree planting program are addressed in the Ascent Memorandum at Attachment 3. In short, to account for the model's assumption that the project lifetime is 99 years, Ascent amortized the carbon benefits from tree planting by 99 years and multiplied that by the project lifetime of 30 years. Therefore, the calculation only considers the carbon benefit/sequestration of the trees for the 30-year project lifetime, despite the perpetual nature of the conservation easements that will protect the trees well beyond 30 years. The 30-year project lifetime is the benchmark used to measure air quality impacts, but does not necessarily reflect the perpetual nature of the tree planting program. The benefits of tree-planting are long term, and while this will not immediately replace the carbon sequestration lost from the removal of trees, it will result in more mitigation than required to achieve a less-than-significant impact over the lives of the trees. For further information, please see the Ascent Memorandum at Attachment 3.

Conclusions: For the foregoing reasons, the Board denies the fifth ground of appeal and upholds the PBES Director's approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

F. Sixth Ground of Appeal.

Appellant's Position: Appellant claims that the 80% survival standard is not supported by substantial evidence. Appellant claims that the County has not shown that such a high survival rate is achievable and that the only evidence relating to the actual survival rate of tree-planting efforts shows only a 17% survival rate.

Findings and Decision: The Board finds and determines as follows:

Ascent's Memorandum addresses why the 80% survival rate was selected and explains how the survival rate will be achieved. Please see the Ascent Memorandum at Attachment 3.

Mitigation Measure 6-1 requires that the Applicant monitor the planted trees. If a tree does not survive for the requisite period, then the Applicant must replace it with another seedling, which in turn must be monitored to ensure survival for seven years.

The 80% survival rate is identical to the performance standard set forth in the approved BRMP. (See BRMP, § 5.5 [Monitoring, Reporting and Success Criteria], available [here](#).) The BRMP was approved as part of the original ECP. The BRMP is not subject to legal challenge, it remains approved, and the time in which to challenge the BRMP expired in early 2017.

Lastly, the 17 percent survival rate identified by the Appellant relates to planting acorns,

rather than seedlings. The survival rate of acorns does not equate to the survival rate of seedlings, which have already demonstrated a higher level of viability.

Based on the above, the Board finds substantial evidence in the record supports that an 80 percent survival rate is appropriate.

Conclusions: For the foregoing reasons, the Board denies the sixth ground of appeal and upholds the PBES Director's approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

G. Seventh Ground of Appeal.

Appellant's Position: Appellant claims that the five-year monitoring period for survival of oak saplings is inadequate and unsupported by evidence. Appellant contends that the monitoring should be at least seven years, as required for oak woodland preservation under Public Resources Code Section 21083.4, but should be closer to 15 to 20 years of adaptive management to ensure long-term success and survival.

Findings and Decision: The Board finds and determines as follows:

There is no specific requirement for the amount of time required to monitor a tree-planting program for the purposes of offsetting GHG emissions. The Director's approval was based on the professional recommendation of the GHG subject matter experts at Ascent Environmental. Public Resources Code Section 21083.4, referred to by the Appellants, applies to mitigation for impacts on oak woodlands. Projects involving agricultural production are exempt from the statute. (Pub. Resources Code, § 21083.4, subd. (d)(3) [section does not apply to projects involving agricultural production on agricultural land].) For this reason, the Board finds that the seven-year monitoring period established by this statute does not legally apply to the project.

The statute provides some guidance regarding what the Legislature regards as the appropriate length of time to monitor an oak tree replanting program, albeit in another context. Based on this guidance, the Board agreed with staff's recommendation that Mitigation Measure 6-1 be revised provide for a seven-year monitoring period. The Applicant also supported the seven-year monitoring period in the revised Mitigation Measure 6-1.

In addition to revising Mitigation Measure 6-1 to extend the monitoring period to seven years, the Applicant proposed and the Board agreed to including the requirement that the BRMP be revised to incorporate the requirements of this measure. This change will ensure that both the conservation easement and the tree planting program are integrated into the monitoring, reporting and enforcement provisions that are already established by the BRMP for other conservation requirements. The Board finds that integrating the requirements of Mitigation Measure 6-1 into the BRMP will streamline and strengthen the County's ability to ensure that these actions are carried out.

These revisions are included in the proposed Mitigation Measure 6-1 at Attachment 8

Conclusions: For the foregoing reasons, the Board adopts the modifications recommended by staff, which includes an increase in the monitoring period to seven years. To the extent this ground of appeal requests an increase beyond seven years, the Board denies the seventh ground of appeal and upholds the PBES Director's approval of the revision to Mitigation

Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

H. Eighth Ground of Appeal.

Appellant's Position: Appellant claims that the approved mitigation is vague as to how the County will monitor the planting plan and lacks key details concerning enforcement if performance standards are not met. Appellant contends that the measure must provide a specific timeline for tree plantings, designate milestone markers that outline goals for tree survival, and provide a clear definition of how tree survival is determined.

Findings and Decision: The Board finds and determines as follows:

The tree planting program has adequate enforcement measures, but as recommended by staff, the Board included the tree planting program in the BRMP, as described in Attachment 8. The Board finds that the Applicant is already subject to extensive monitoring and enforcement requirements under the BRMP. The BRMP requires, among other things, restoration and replanting of identified sensitive biological resources with details regarding planting techniques, irrigation schedules, and figures identifying planting locations. The BRMP also identifies success criteria for such efforts. The oak tree replanting program proposed here is no different. A specific target is identified for the number of seedlings to be planted, the length of time to monitor the species, a target to determine whether replanting has been successful (80%), and a specific period of time during which the monitoring must continue (seven years from planting the seedling). If the program does not achieve the 80% target, additional seedlings will have to be planted, and they, too, will have to be monitored for the specified period.

After the seven-year monitoring period is over, the trees will continue to be protected by means of a conservation easement that will preclude the applicant from undertaking any steps that result in disturbing the trees. Such land will not be eligible for conversion to other uses that require removing the trees that have been planted. The Board finds that a seven-year period is considered sufficient to demonstrate that the seedlings have been established such that they do not require further maintenance. (Pub. Resources Code, § 21083.4, subd. (b)(2)(B).)

Conclusion: For the foregoing reasons, the Board denies the eighth ground of appeal and upholds the PBES Director's approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

I. Ninth Ground of Appeal.

Appellant's Position: Appellant states that the tree planting program is inadequate considering existing conditions on the Walt Ranch property following the Atlas and Hennessey fires that occurred in 2017 and 2020, respectively. Appellant states that the County must update its analysis to reflect current conditions on the property. Appellant notes that fires generally do not consume every tree in an area, that oaks are adapted to fire, that even trees that burn still sequester some carbon, and that oak trees often regenerate after a fire.

Findings and Decision: The Board finds and determines as follows:

See the Findings and Decision relating to the Third Ground of Appeal, above, and incorporated here by reference.

The County's approach of mitigating the pre-fire impact of the project's GHG emissions is conservative, requiring more mitigation than would be necessary if the post-fire conditions were incorporated into the analysis.

The County's approach is consistent with CEQA. Generally, an EIR's analysis must focus on the existing conditions at the time the analysis is performed. (CEQA Guidelines, section 15125, subd. (a).) In this case, however, the County has already certified an EIR for the project; the EIR was upheld and remains certified. For this reason, in considering revisions to Mitigation Measure 6-1, the County must perform supplemental environmental review under Public Resources Code section 21166. CEQA provides that the environmental setting consists of those physical conditions as described in the certified EIR, rather than physical conditions as they exist today. (*Friends of the San Mateo College Gardens v. San Mateo County Community College Dist.* (2016) 1 Cal.5th 937.) Those conditions predate the 2017 and 2020 wildland fires. Adhering to the estimate of GHG emissions as set forth in the certified EIR therefore appropriately reflects the fact that the County is engaged in supplemental review for a project that has already undergone CEQA review.

Lastly, Appellant states that the tree planting program is premised on "the assumption that no trees or other vegetation survived the recent fires." (Attachment 1, Exhibit 2, p. 5.) This statement is incorrect. The tree planting program does not depend on the assumption that no trees remain. Rather, the program recognizes the fact that many trees were damaged or killed, such that replanting trees will result in carbon sequestration that would not otherwise occur. Such a program would also help stabilize areas scarred by recent fires.

Conclusions: For the foregoing reasons, the Board denies the ninth ground of appeal and upholds the PBES Director's approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

J. Tenth Ground of Appeal.

Appellant's Position: Appellant questions Ascent's assumptions regarding tree densities and tree loss. Appellant also questions the efficacy of tree planting generally as a strategy for addressing GHG emissions.

Findings and Decision: The Board finds and determines as follows:

See Ascent's Memorandum (incorporated here by reference), which provides further information regarding Ascent's reasonable assumptions about tree densities and tree loss. (November 2021, Attachment 3.) With respect to the efficacy of tree planting programs to address GHG emissions, see the Findings and Decision relating to Third through Eighth Grounds of Appeal, above, and incorporated here by reference.

Conclusions: For the foregoing reasons, the Board denies the tenth ground of appeal and upholds the PBES Director's approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

K. Eleventh Ground of Appeal.

Appellant's Position: Appellant states that Ascent's April 2021 report contains inconsistencies regarding the estimate of oak woodlands in areas eligible for planting.

Findings and Decision: The Board finds and determines as follows:

Ascent's Report shows the areas burned in the 2017 Atlas fire and the 2020 Hennessey fire. (Ascent Report, April 2021, Attachment 13, Figure 1.) Table 2 summarizes the acreage burned in the 2020 Hennessey fire, broken down by habitat type that prevailed prior to that fire. As Table 2 shows, a total of 954 acres of oak woodland on the property burned in the Hennessey fire.

Ascent's Report also identifies areas eligible for replanting. As Table 2 shows, 901 acres (out of the 954 acres of oak woodlands that burned) are eligible for replanting. The amount that burned is different from the amount that is eligible for replanting because the areas eligible for replanting do not include areas that will already be preserved as a result of conservation of other biological resources, areas that are to be planted with vineyards, and areas that do not contain vegetative cover and therefore likely would not support oaks. (See Ascent Report, Attachment 13, Table 2, footnote 2.) As shown on Figure 2, the vast majority of the area identified as eligible for replanting has historically supported oak woodlands. The report therefore shows that extensive acreage is available to plant oak seedlings.

The "inconsistencies" cited by Appellant are based on a calculation error that Ascent corrected. (See Ascent Memorandum, Attachment 3.) Focusing on the Hennessey fire, the Ascent report states that 85% of the Walt Ranch property that burned was mapped as oak woodlands based on site-specific surveys performed prior to the fires. This information is correct. According to Table 2 of this report, 1,122.47 acres burned during this fire. Out of this total, 954.3 acres were mapped oak woodland. That translates to 85% of the area that burned.

Appellant also cites to information concerning "burn areas eligible for planting," the third column in this table. According to this table, 1,023.16 acres are eligible for planting, and out of this total 900.72 acres are mapped oak woodland. This information is correct. The column showing the "Percent of Total," however, is incorrect. The correct percentage for oak woodlands is not 68%, but is instead 88%. Ascent's Memorandum corrected this error in a revised Table 2. (Attachment 3.)

The Board finds that the error was simply a mathematical mistake that understated the percentage of the property eligible for replanting. The alleged inconsistencies were clarified, and the record reflects the correct calculation.

Conclusions: For the foregoing reasons, the Board denies the eleventh ground of appeal and upholds the PBES Director's approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

L. Twelfth Ground of Appeal.

Appellant's Position: Appellant objects to the Applicant's proposal to plant twice as many trees – 33,580 rather than 16,790 – in the event no administrative appeal is filed. Appellant states that this proposal violates First Amendment principles and is undemocratic.

Findings and Decision: The Board finds and determines as follows:

The Applicant's proposal and the County's revised Mitigation Measure did not preclude Appellant or others from filing an administrative appeal, as evidenced by this very appeal. The cases cited by Appellant do not involve CEQA, nor do they involve an offer by a project applicant to provide additional mitigation in excess of that which is legally required to mitigate project impacts.

The issue before the Board is whether the current proposal to plant 16,790 trees (subsequently revised upward to 17,852 trees) is sufficient to address the project's obligation to address GHG emissions. Based on Ascent's analysis, the tree planting program alone is sufficient to provide the required mitigation. Here, the requirement to record a conservation easement on 124 acres results in mitigation that exceeds the Applicant's obligations and the County's legal ability to impose. The Applicant acknowledged and accepted over-mitigating the project's GHG emissions in this respect. The revised Mitigation Measure 6-1 adopted by the Board reflects the extent to which the Applicant agreed to over-mitigate, which does not include the prior offer to plant an additional 16,790 trees to avoid further legal challenge.

Conclusions: For the foregoing reasons, the Board denies the twelfth ground of appeal and upholds the PBES Director's approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

M. Thirteenth Ground of Appeal.

Appellant's Position: Appellant recommends lengthening the monitoring period to seven or more years and increasing the number of trees to be planted.

Findings and Decision: The Board finds and determines as follows:

With respect to the monitoring period, please see Findings and Decision relating to the Seventh Ground of Appeal, incorporated here by reference. Staff recommended, and Applicant accepted, and the Board revised the monitoring period from five to seven years. This change is reflected in the revised version of Mitigation Measure 6-1 at Attachment 8. Regarding the number of trees planted and tree planting ratios, see Staff Response to Appeal Ground No. 4, as well as the Ascent Report (April 2021, Attachment 13,) and Ascent's Memorandum (November 2021, Attachment 3), all of which are incorporated here by reference.

Conclusions: For the foregoing reasons, the Board denies the thirteenth ground of appeal and upholds the PBES Director's approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

N. Fourteenth Ground of Appeal.

Appellant's Position: Appellant states that the proposal to place a conservation easement on 124 acres of woodland habitat, rather than on 248 acres as originally required, is inappropriate. Appellant states that the applicant's obligation to preserve woodland habitat should not be reduced.

Findings and Decision: The Board finds and determines as follows:

See Findings and Decision relating to the First Ground of Appeal, above, incorporated here by reference.

Conclusions: For the foregoing reasons, the Board denies the fourteenth ground of appeal and upholds the PBES Director’s approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

O. Fifteenth Ground of Appeal.

Appellant’s Position: Appellant states that the Applicant’s May 5, 2021, proposal does not provide sufficient information regarding the acreage to be placed in a conservation easement to protect 124 acres of woodland habitat.

Findings and Decision: The Board finds and determines as follows:

See Findings and Decision relating to the Second Ground of Appeal, above, incorporated here by reference.

Conclusions: For the foregoing reasons, the Board denies the fifteenth ground of appeal and upholds the PBES Director’s approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

P. Sixteenth Ground of Appeal.

Appellant’s Position: Appellant states that easement areas should be contiguous and should meet the 248-acre requirement set forth in the original version of Mitigation Measure 6-1.

Findings and Decision: The Board finds and determines as follows:

The conservation requirement set forth in Mitigation Measure 6-1, as originally approved, overlapped with the separate requirement under Mitigation Measure 4.2-16 to protect 524.8 acres of woodland habitat. That is, as approved, this mitigation did not preclude “stacking” the easements.

The current proposal is entirely additive – that is, the 124 acres of woodland habitat to be conserved under Mitigation Measure 6-1 cannot and do not overlap with the 525 acres of woodland habitat to be conserved under Mitigation Measure 4.2-16, or any other acreage preserved under other mitigation. The total acreage of woodland habitat conserved with the proposed mitigation exceeds the amount of woodland habitat conserved under the project as originally approved. The mitigation “ratio” of woodland conservation to converted land, is now 649 acres : 316 acres, or just over 2:1, not the 0.39:1 ratio cited in the comment.

Note that not all of the 316 acres to be converted is woodland habitat. Out of the 316 acres to be converted, approximately 186 acres are woodland habitat. (Final EIR, p. 4.2-125.) Thus, if the focus is on impacts to woodland habitat and corresponding mitigation, the ratio is:

649 acres placed in conservation

186 acres converted

which translates to a ratio of 3.5:1.

Conclusions: For the foregoing reasons, the Board denies the sixteenth ground of appeal and upholds the PBES Director’s approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

Q. Seventeenth Ground of Appeal.

Appellant's Position: Appellant states that Ascent used inconsistent methodologies in estimating the project's GHG emissions and in estimating the amount of carbon sequestered by planting oak trees as required by proposed Mitigation Measure 6-1.

Findings and Decision: The Board finds and determines as follows:

The methodology used to estimate the project's GHG emissions is described in the Final EIR. Appellant challenged the Final EIR's approach in the previous litigation. Both the trial court and the Court of Appeal upheld the Final EIR's analysis and methodology. Ascent has not revised the Final EIR's methodology, and the estimate of the project's GHG emissions remains the same. Please see the Findings and Decision relating to the Third Ground of Appeal, above, incorporated here by reference.

Ascent's analysis focuses on the carbon sequestration benefits of a tree planting program. The Board finds that Ascent used accepted and appropriate protocols for determining these benefits. See the Ascent Memorandum at Attachment 3 to the Staff Report.

Conclusions: For the foregoing reasons, the Board denies the seventeenth ground of appeal and upholds the PBES Director's approval of the revision to Mitigation Measure 6-1, as modified by the Board at the Appeal hearing, and adoption of the Addendum to the EIR.

Section 4. Revised Mitigation Measure 6-1.

Based on the Applicant's proposal, as modified by the Director, and as further modified based on recommendations of staff and at the direction of the Board, Mitigation Measure 6-1 is revised as follows:

Mitigation Measure 6-1: In order to offset the construction emissions from development of the Proposed Project, the Applicant shall place in permanent protection no less than 124 acres of woodland habitat. The land to be protected under this measure shall consist of not less than 110 acres of suitable woodland habitat located within the parcels shown in Figure 1, attached to the Applicant's May 5, 2021, letter to the County, and not less than 14 acres of suitable woodland habitat located in the area shown in Map 4 of the Applicant's November 29, 2021, submittal. To be suitable, the area within the easement shall be mapped woodland habitat, less than 30% slope, outside of Milliken Creek watershed, and not subject to a conservation easement under Mitigation Measure 4.2.16. All acreage designated for preservation shall be identified as such in a conservation easement with an accredited land trust organization. Land placed in protection shall be restricted from development and other uses that would potentially degrade the quality of the habitat (including, but not limited to, conversion to other land uses such as agriculture, residential, or urban development, and excessive off-road vehicle use that increases erosion), and should otherwise be restricted by the existing goals and policies of Napa County. The conservation easement shall be prepared in a form acceptable to County Counsel and entered into and recorded with the Napa County Recorder's office prior to any ground disturbing activities, grading or vegetation removal, or within 12 months of project approval, whichever occurs first.

Any request by the permittee for an extension of time to record the conservation easement shall be considered by the Planning Director and shall be submitted to Napa County prior to the 12 month deadline, and shall provide sufficient justification for the extension.

In addition, the Applicant shall plant not less than 17,852 oak trees within areas of land protected by conservation easement as identified in this or other mitigation measures applicable to the Project.

The tree planting program shall be carried out as described in the Walt Ranch Erosion Control Plan: Greenhouse Gas Mitigation Report (Ascent Environmental, April 2021). The trees shall be monitored and replanted as necessary to show a survival rate of not less than 80% after seven years. Thereafter the Applicant shall not undertake any actions to degrade the condition of the trees or to diminish their habitat.

The Biological Resource Management Plan shall be revised to incorporate the conservation easement and tree planting program required by this mitigation measure.

Section 5. CEQA Determination.

The Final Environmental Impact Report was certified on August 1, 2016 (State Clearinghouse No. 2012-02046); an Addendum was prepared to analyze the impact and effectiveness of the revised Mitigation Measure 6-1. The Board has received and reviewed the Addendum and the revised Mitigation Measure 6-1, which has been added to the EIR on file, in accordance with CEQA Guidelines, Section 15164.

Section 6. Substantial Evidence.

Substantial evidence supporting each and every finding made herein is contained in the record of proceedings. All of the files and records that comprise the administrative record for the Project are incorporated herein by reference.

Section 7. Summary of Decision.

Based on the foregoing facts, findings, and determinations, the Board of Supervisors hereby:

- A. Denies the Appeal in its entirety;
- B. Upholds the Director's approval of the Project;
- C. Adopts the revised Mitigation Measure 6-1 as set forth in Section 4 above and incorporated here by reference;
- D. Finds that Compliance with the revised MM 6-1, which has been required or incorporated into the Project, will reduce impacts from GHG emissions through preservation of woodland and planting oak trees on the Property; and,
- E. Finds, pursuant to Public Resources Code Section 21081(a) and CEQA Guidelines Section 15091(a), that changes or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen this impact to a less-than-significant level.

Section 8. **Effective Date.**

This resolution shall take effect in accordance with the provisions of Napa County Code Section 2.88.090.

Section 9. **Judicial Challenge.**

Unless a shorter period applies, any judicial challenge to this decision is governed by California Code of Civil Procedure Section 1094.6.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED
by the Napa County Board of Supervisors, State of California, at a regular meeting of said Board
held on the 8th day of February, 2022, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

NAPA COUNTY, a political subdivision of the
State of California

By: _____
RYAN GREGORY, Chair of the
Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Jason Dooley</u> Deputy Date: <u>January , 2022</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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Interim County Counsel
Thomas C. Zeleny

Chief Deputy
Sherri S. Kaiser



A Tradition of Stewardship
A Commitment to Service

Deputies
Silva Darbinian
Laura J. Anderson
Chris R. Y. Apallas
Susan B. Altman
Jason M. Dooley
John L. Myers
Rachel L. Ross
Shana A. Bagley
Corey S. Utsurogi
Douglas V. Parker

NAPA COUNTY OFFICE OF COUNTY COUNSEL

MEMORANDUM

To:	Board of Supervisors	From:	Thomas C. Zeleny, Interim County Counsel Jason M. Dooley, Deputy County Counsel
Date:	February 7, 2022	Re:	Agenda Item 13.B - Walt Ranch Vineyards ECP Mitigation

Staff makes the following changes to the staff report for Agenda Item 13.B:

On page 2, the third bullet should read as follows:

- The total number of trees to be planted was increased from 16,790 to ~~17,137~~ 17,852 to ensure that the number of trees resulting from tree planting would match or exceed the number of trees removed for project development.

On page 3, the last paragraph should read as follows:

The Board directed Staff to return on February 8, 2022, with a Resolution of Findings of Fact and Decision on Appeal that reflects the Board's intent as expressed on December 14, 2021. Staff has prepared a proposed Resolution that accurately reflects the Board's intent as expressed on December 14, 2021. The proposed Resolution was shared with Appellant's and Applicant's respective counsel and ~~received non-substantive comments from the Applicant's counsel. Some of those comments were incorporated into the proposed Resolution. Staff did not receive any response from Appellant's counsel. [neither had substantive comments/substantive comments have been considered and incorporated/rejected.]~~ The public hearing is closed. Public comment on this item is limited to whether the proposed Resolution accurately reflects the Board's intent as expressed on December 14, 2021. Staff recommends that the Board adopt the Resolution and instruct the Clerk of the Board to serve the Resolution in compliance with Napa County Code section 2.88.090(D).



Napa County

1195 THIRD STREET
THIRD FLOOR
NAPA, CA 94559

Board Agenda Letter

Board of Supervisors

Agenda Date: 2/8/2022

File ID #: 22-08

TO: Board of Supervisors
FROM: Minh C. Tran - County Executive Officer
REPORT BY: Neha Hoskins - Clerk of the Board
SUBJECT: PUBLIC EMPLOYEE APPOINTMENT

RECOMMENDATION

8:00 AM CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT (Government Code Section 54957(b)(1))

Title: Director of Planning, Building and Environmental Services